



**AGENDA**  
**REGULAR MEETING OF THE NEVADA CITY COUNCIL**  
**MONDAY, AUGUST 11, 2025 – 6:00 P.M.**  
**NEVADA CITY HALL, COUNCIL CHAMBERS – 1209 6<sup>TH</sup> STREET**

Notice to the Public: The Mayor and City Council welcome comments from the public during discussion on agenda items. If you wish to speak, please complete a card found on the podium near this agenda and hand it to the City Clerk before the meeting. When your name is called, please step to the podium, state your name and address for the record, and speak. The Mayor may limit each speaker to five minutes. If you wish to present written materials and/or a signed petition in addition to your oral presentation, those materials need to be delivered to the City Clerk by noon on the Wednesday prior to the meeting to be included in the Council packet. The normal process on any particular agenda item is that the motion is placed on the floor, input is received from the audience, the Council is given an opportunity to comment on the issue or respond to the audience concerns, and the vote is taken. On ordinances, there is time provided for public input when recognized by the Chair. In consideration of all, if you have a cell phone, please turn it off or put it on silent ring. The use of obscene and vulgar language, hate speech, racial slurs, slanderous comments, and any other disruptive behavior during the Council meeting will not be tolerated and the offender may be barred by the presiding officer from further comment before the Council during the meeting and/or removed from the meeting. **The Council will be meeting in the Council Chambers, Zoom may be provided, so long as that option is available.**

<https://us02web.zoom.us/j/85159572027?pwd=LzJ0V0F2aEtoOEZxSkY4VGVTdHBpdz09>

OR by phone: (312) 626-6799, (646) 558-8656, (301) 715-8592

Webinar ID: 851 5957 2027 Password: 287321

***\*If you would like to speak through Zoom regarding an agenda item or during public forum prior arrangements are REQUIRED. Written documents may also be submitted.***

***Please call City Hall at 515-382-5466 or email [kwright@cityofnevadaiaowa.org](mailto:kwright@cityofnevadaiaowa.org) by 3:00 p.m. Monday, August 11, 2025***

1. Call the Meeting to Order
2. Roll Call
3. Approval of the Agenda
4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)
  - A. Approve Minutes of the Regular Meeting held on July 28, 2025
  - B. Approve Minutes of the Work Session held on July 28, 2025
  - C. Approve Payment of Cash Disbursements, including Check Numbers 88745-88812 and Electronic Numbers 3709-3818 (Inclusive) Totaling \$702,301.69 (See attached list); the First Interstate Card Purchases for the August 19, 2025 Statement, total \$5,749.88; and the Sam's Club Card Purchases for the August 22, 2025 Statement, total \$1,705.30
  - D. Approve Special Class C Retail Alcohol License for CAMELOT THEATER FOUNDATION d/b/a Camelot Theater Foundation, 1114 6<sup>th</sup> Street, Effective September 28, 2025
  - E. Resolution No. 011 (2025/2026): A Resolution Approving Lease and Purchase Agreement for Cemetery Tractor and Loader

F. Nevada CDBG Downtown Façade Grant, Request for Release of Funds and Certification

G. Approve Tax Abatement

1. Permit #BP2024-0051, 1860 10<sup>th</sup> Street, New Addition

2. Permit #BP-2025-10, 1023 D Avenue, New Home

5. Boards and Commissions

a. Approve City of Nevada Council Policy: Board and Commission Application and Appointment Process

b. Approve Planning & Zoning Commission Reappointment: Ron Farrington

c. Approve Planning & Zoning Commission Appointment: Christine Heintz

d. Approve Planning & Zoning Commission Appointment: Michael Fulker

6. **PUBLIC FORUM:** Time set aside for comments from the public on topics of City business other than those listed on the agenda – no action may be taken. (Please keep your comments to five minutes or less.) This is an opportunity for members of the audience to bring to the Council's attention any item not listed on the agenda. Comments are limited to five (5) minutes per citizen, and the City will notify citizens when their time has expired. Speakers may not yield their times to others, and as a general rule this is not a time for exchange of questions. The Mayor has the authority to reduce the time allowed for comment in accordance with the number of persons present and signed up to speak.

A. Proclamation for Water and Wastewater Workers of Iowa

7. OLD BUSINESS

A. Waste Water Treatment Facility – Phase 2, Williams Brothers Construction, Inc.

a. Approve Change Order No. 6 in the amount of \$337,526.00

b. Resolution No. 012 (2025/2026): A Resolution Accepting the Wastewater Treatment Facility Improvements – Phase 2, Plant Construction Project as Substantially Complete

B. Approve Pay Request No. 39 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00

C. Approve RFP and Evaluation Criteria for Selection of Architectural Historian for CDBG Downtown Façade Project

D. Ordinance No. 1069 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to Parking Zones, All Night Parking, and Truck and Boat Parking, third and final reading

E. Askew Scientific Consulting LLC

a. Approve Invoice in the Amount of \$662.39

b. Approve Additional Wastewater Treatment Services for Askew Scientific Consulting LLC up to \$5,000.00

8. NEW BUSINESS

A. Discussion and Appropriate Follow up Regarding Request from Nevada Lion's Club to Allow Holes to be Drilled in ROW for Flags

- B. Approve Special Class C Retail Alcohol License for DOYOUBOWL2,LC d/b/a/ Sports Bowl, 1229 12<sup>th</sup> Street, Effective August 21 – 25, 2025 for Lincoln Highway Days (901 Avenue, Nevada)

- C. Resolution No. 013 (2025/2026): A Resolution Approving Collateral Assignment of Agreement for Private Development by Sierra Heights, L.L.C.; Community State Bank, and City of Nevada, Iowa

9. REPORTS – City Administrator/Mayor/Council/Staff

10. ADJOURN

The agenda was posted on the official bulletin board on August 7, 2025, in compliance with the requirements of the open meetings law.

Posted \_\_\_\_\_

E-Mailed \_\_\_\_\_

F:\OFFICE\COUNCIL\AGENDAS-COUNCIL\2024-2025\2025-08-23.DOC



**MEMO FOR  
REGULAR MEETING OF THE NEVADA CITY COUNCIL  
MONDAY, AUGUST 11, 2025 – 6:00 P.M.**

**7. OLD BUSINESS**

- A. Waste Water Treatment Facility – Phase 2, Williams Brothers Construction, Inc.  
a. Approve Change Order No. 6 in the amount of \$337,526.00  
b. Resolution No. 012 (2025/2026): A Resolution Accepting the Wastewater Treatment Facility Improvements – Phase 2, Plant Construction Project as Substantially Complete

**Enclosed you shall find the change order and the resolution for substantial completion for the WWTF Plant Construction**

- B. Approve Pay Request No. 39 for WWTF Improvements – Phase 3 from Boomerang Corp. in the amount of \$0.00

**Enclosed you shall find the engineer's recommendation and pay request.**

- C. Approve RFP and Evaluation Criteria for Selection of Architectural Historian for CDBG Downtown Façade Project

**Enclosed you shall find a copy of the RFP to be submitted for selecting qualified historian services assist with the CDBG downtown façade project.**

- D. Ordinance No. 1069 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to Parking Zones, All Night Parking, and Truck and Boat Parking, third and final reading

**Enclosed you shall find the third and final reading of Ord 1069, which includes revisions to three sections of Chapter 69.**

- E. Askew Scientific Consulting LLC

- a. Approve Invoice in the Amount of \$662.39  
b. Approve Additional Wastewater Treatment Services for Askew Scientific Consulting LLC up to \$5,000.00

**Enclosed you shall find an invoice for an amount over the originally approved sum of \$50,000.00. There was (and will be) additional testing requirements of various industrial users, hence the needed approval for additional anticipated services.**

**8. NEW BUSINESS**

- A. Discussion and Appropriate Follow up Regarding Request from Nevada Lion's Club to Allow Holes to be Drilled in ROW for Flags

**Last meeting Lions Club Representative Mike Miller addressed Council with a request to allow holes to be drilled in the ROW for flags. Council agreed to bring this topic back for discussion to the next (current) meeting.**



- B. Approve Special Class C Retail Alcohol License for DOYUBOWL2,LC d/b/a/ Sports Bowl, 1229 12<sup>th</sup> Street, Effective August 21 – 25, 2025 for Lincoln Highway Days (90 I Avenue, Nevada)

**Enclosed you shall find the alcohol application for sales during Lincoln Hwy Days.**

- C. Resolution No. 013 (2025/2026): A Resolution Approving Collateral Assignment of Agreement for Private Development by Sierra Heights, L.L.C.; Community State Bank, and City of Nevada, Iowa

**Enclosed you shall find the resolution approving the Collateral Assignment Agreement for the Sierra Heights Development.**

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NEVADA CITY COUNCIL – MONDAY, JULY 28, 2025 6:00 P.M.

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1. CALL TO ORDER

The City Council of the City of Nevada, Iowa, met for a meeting in the Council Chambers of Nevada City Hall located at 1209 6<sup>th</sup> Street, Nevada, Iowa. Mayor Ryan Condon, convened the meeting at 6:00 p.m. on Monday, July 28, 2025, pursuant to the rules of the Council. The agenda was posted on the official bulletin board in compliance with the open meeting law.

2. ROLL CALL

The roll was called indicating the following named Council Members present and absent. Present: Luke Spence, Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None.

Staff Present: Jordan Cook, Erin Mousel, Chris Brandes, Marlys Barker, Joe Mousel, Ray Reynolds, Mike Roth, Rhonda Maier, Emily Holm; Erin Clanton joined via zoom.

Also in attendance were: Teresa Wheelock, Melissa Muschick, Karin Sevde, Jim & Sandy George, Matt & Shelby Myers, Matt Rhodes, Chad Johnson, Shane & Christine Heintz, John Fitzgerald, Kerri & Matt McLeod, Jim Samuelson, Andy Kelly, Ben DuBois, Michael Potter, Kim Upton, Sue VandeKamp, Jim Myhre, Charlie Good, Paula Atkinson, Mike Miller, Paula Herold, Belinda Scavone-Martin, Tait Olsen.

3. APPROVAL OF AGENDA

Motion by Jason Sampson, seconded by Henry Corbin, to approve the agenda. After due consideration and discussion the roll was called. Aye: Sampson, Corbin, Nealson, Skaggs, Ehrig, Spence. Nay: None. The Mayor declared the motion carried.

4. Approval of CONSENT AGENDA (Any item on the Consent Agenda may be removed for separate consideration.)

Motion by Dane Nealson, seconded by Sandy Ehrig, to approve the following consent agenda items:

- A. Approve Minutes of the Regular Meeting held on July 14, 2025
- B. Approve Payment of Cash Disbursements, including Check Numbers 88658-88744 and Electronic Numbers 3591-3707 (Inclusive) Totaling \$1,757,881.48 (See attached list)
- C. Approve Renewal of Class B Retail Alcohol License for Good & Quick Co. d/b/a/ Good & Quick, 519 Lincoln Highway, Effective September 18, 2025
- D. Approve Letter of Support for Portable Solar Charging Grant
- E. Approve CDBG Downtown Façade Grant Documents: Single Audit Form & Environmental Review

After due consideration and discussion the roll was called. Aye: Nealson, Ehrig, Spence, Corbin, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

5. PUBLIC FORUM:

Karin Sevde, Executive Director of Story County Community Foundation talked about the 2025 Grant Season – applications are due September 30, 2025.

Residents of Sampson Drive, including Matt & Kerri McLeod, Jim George, Matt Rhodes, and Matt Myers informed council of the sewage backup that occurred to residences on their street and stressed the financial burden this has placed on them. Street Supervisor Mousel said City staff are working with engineers to come up with a plan to work toward a solution to this issue.

Chad Johnson, Mike Potter, Charlie Good, Shane Heintz, and Andy Kelly advocated for Kim Upton and the tree claim that he has filed.

Mike Miller addressed council on behalf of Nevada Lions Club, who is requesting permission to put flags in the right-of-way in yards around town during specific times of the year.

Louie Lang expressed concerns regarding streets in town.

## 6. OLD BUSINESS

### A. 2024 HMA Overlay F&G Ave

- a. Resolution No. 006 (2025/2026): A Resolution Accepting the 2024 HMA Overlay F&G Ave Project as Complete

Motion by Steve Skaggs, seconded by Luke Spence, to **adopt Resolution No. 006 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Skaggs, Spence, Corbin, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- b. Approve Pay Request No. 7 in the amount of \$12,000.00, this includes release of retainage for payment in 30 days

Motion by Sandy Ehrig, seconded by Henry Corbin, to **approve Pay Request No. 7 for HMA Overlay F&G Ave in the amount of \$12,000.00**. After due consideration and discussion the roll was called. Aye: Ehrig, Corbin, Nealson, Sampson, Skaggs, Spence. Nay: None. The Mayor declared the motion carried.

### B. WWTF Improvements – Phase 3 Lift Station Project

- a. Resolution No. 007 (2025/2026): A Resolution Accepting the WWTF Improvements – Phase 3 Lift Station Project as Substantially Complete

Motion by Jason Sampson, seconded by Luke Spence, to **adopt Resolution No. 007 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Sampson, Spence, Corbin, Nealson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- b. Resolution No. 008 (2025/2026): A Resolution Approving Extended Warranty Agreement between Boomerang Corp and City of Nevada, Iowa, for WWTF Improvements – Phase 3 Lift Station

Motion by Jason Sampson, seconded by Sandy Ehrig, to **adopt Resolution No. 008 (2025/2026)**. After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Spence, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

### C. West Indian Creek (Project A)

- a. Approve Pay Request 2 from RW Excavating Solutions in the amount of \$133,507.75

Motion by Dane Nealson, seconded by Steve Skaggs, to approve Pay Request 2 for West Indian Creek (SRF-Project A) from RW Excavating Solutions in the amount of \$133,507.75. After due consideration and discussion the roll was called. Aye: Nealson, Skaggs, Ehrig, Spence, Corbin, Sampson. Nay: None. The Mayor declared the motion carried.

- b. Approve Change Order 1 in the amount of \$31,431.00

Motion by Luke Spence, seconded by Henry Corbin, to approve Change Order 1 for West Indian Creek (SRF-Project A) in the amount of \$31,431.00. After due consideration and discussion the roll was called. Aye: Spence, Corbin, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- D. Approve Pay Request No. 1 Harrington Park Vegetation Establishment (SRF Project D) from TK Grading & Seeding LLC in the amount of \$7,905.50

Motion by Henry Corbin, seconded by Sandy Ehrig, to approve Pay Request No. 1 Harrington Park Vegetation Establishment (SRF Project D) from TK Grading & Seeding LLC in the amount of \$7,905.50. After due consideration and discussion the roll was called. Aye: Corbin, Ehrig, Spence, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- E. Resolution No. 009 (2025/2026): A Resolution Approving Agreement between City of Nevada, Iowa and Mid Iowa Planning Alliance for Professional Services

Motion by Jason Sampson, seconded by Sandy Ehrig, to adopt Resolution No. 009 (2025/2026). After due consideration and discussion the roll was called. Aye: Sampson, Ehrig, Spence, Corbin, Nealson, Skaggs. Nay: None. The Mayor declared the motion carried.

- F. Ordinance No. 1069 (2025/2026): An Ordinance Amending Chapter 69 (Parking Regulations) of the City Code by adding Language Pertaining to Parking Zones, All Night Parking, and Truck and Boat Parking, second reading

Motion by Jason Sampson, seconded by Dane Nealson, to approve Ordinance No. 1069 (2025/2026), second reading. After due consideration and discussion the roll was called. Aye: Sampson, Nealson, Skaggs, Ehrig, Spence, Corbin. Nay: None. The Mayor declared the motion carried.

## 7. NEW BUSINESS

- A. Resolution No. 010 (2025/2026): A Resolution authorizing and approving a Loan and Disbursement Agreement, providing for the issuance and securing the payment of \$2,000,000 Sewer Revenue Bonds, Series 2025 and authorizing the related reduction of the interest rate on the Sewer Revenue Bond, Series 2022A

Motion by Luke Spence, seconded by Sandy Ehrig, to adopt Resolution No. 010 (2025/2026). After due consideration and discussion the roll was called. Aye: Spence, Ehrig, Corbin, Nealson, Sampson, Skaggs. Nay: None. The Mayor declared the motion carried.

- B. Approve 5-day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, 6<sup>th</sup> Street, Effective August 1, 2025 through August 5, 2025 for downtown Farmer's Market

Motion by Steve Skaggs, seconded by Luke Spence, to **approve 5-day Special Class C Retail Alcohol License for CLOUD WINE, LLC d/b/a/ Lucky Wife Wine Slushies, 6<sup>th</sup> Street, Effective August 1, 2025 through August 5, 2025 for downtown Farmer's Market.** After due consideration and discussion the roll was called. Aye: Skaggs, Spence, Corbin, Nealson, Sampson, Ehrig. Nay: None. The Mayor declared the motion carried.

- C. Ordinance No. 1070 (2025/2026): An Ordinance Amending Chapter 50 of the Nevada Municipal Code (Nuisance Abatement Procedure) to Declare Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District a Public Nuisance, first reading

Motion by Steve Skaggs, seconded by Dane Nealson, to **approve Ordinance No. 1070 (2025/2026), first reading.** Amended motion by Steve Skaggs, seconded by Sandy Ehrig to **bring the first reading of this ordinance back to the November 10, 2025 meeting.** After due consideration and discussion the roll was called. Aye: Skaggs, Ehrig, Spence, Corbin, Nealson, Sampson. Nay: None. The Mayor declared the motion carried.

- D. Ordinance No. 1071 (2025/2026): An Ordinance Amending Chapter 145 of the Nevada Municipal Code (Dangerous Buildings) with Regard to Storage uses Which may Create a First Hazard, first reading

Motion by Luke Spence, seconded by Henry Corbin, to **approve postponement of the first reading of Ordinance No. 1071 (2025/2026) to November 10, 2025.** After due consideration and discussion the roll was called. Aye: Spence, Corbin, Nealson, Sampson, Skaggs, Ehrig. Nay: None. The Mayor declared the motion carried.

- E. Ordinance No. 1072 (2025/2026): An Ordinance Amending Chapter 165 of the Nevada Municipal Code (Land Development – Zoning Regulations) to Prohibit Storage uses on the First Floor of Multi-Story Buildings in the Downtown Corridor District, first reading

Motion by Henry Corbin, seconded by Jason Sampson, to **approve postponement of the first reading of Ordinance No. 1072 (2025/2026) to November 10, 2025.** After due consideration and discussion the roll was called. Aye: Corbin, Sampson, Skaggs, Ehrig, Spence, Nealson. Nay: None. The Mayor declared the motion carried.

## 8. ADJOURNMENT

There being no further business to come before the meeting, motion by Dane Nealson, seconded by Jason Sampson, to **adjourn the meeting.** Following voice vote, the Mayor declared the motion carried at 7:17 p.m. the meeting adjourned.

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Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Published: \_\_\_\_\_  
Council Approved: \_\_\_\_\_

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**NEVADA CITY COUNCIL WORKSESSION - MONDAY, JULY 28, 2025 7:28 P.M.**

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The City Council of the City of Nevada, Iowa, met for a Work Session regarding the application and process for appointment to a city board/commission in the Nevada City Council Chambers. The Session convened at 7:28 p.m. on Monday, July 28, 2025 pursuant to the rules of the Council. The notice was posted on the official bulletin board in compliance with the open meeting law.

The following named Council Members were present: Luke Spence, Henry Corbin, Dane Nealson, Jason Sampson, Steve Skaggs, Sandy Ehrig. Absent: None. Staff Present: Mayor Ryan Condon, Erin Clanton (via Zoom), Jordan Cook, Chris Brandes, Erin Mousel, Rhonda Maier, Marlys Barker. Also present were: Matt Rhodes, Michael Potter, Belinda Scavone-Martin, Ben DuBois, Shane & Christine Heintz, Charlie Good.

No decisions of the council were made. The session concluded at 8:27 p.m.

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Ryan Condon, Mayor

ATTEST:

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Kerin Wright, City Clerk

Published: \_\_\_\_\_

Council Approved: \_\_\_\_\_



Item # 4C  
Date: 8/11/25

NEVADA CLAIMS REPORT 8/11/25

PAYEE	DESCRIPTION	AMOUNT	CHECK NUMBER
WAGeworks	FSA 2024 PMTS	1,347.44	3709
WAGeworks	FSA 2024 PMTS	872.42	3710
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID 08012025/SELF FUNDING FEES	466.74	3711
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID 08012025/SELF FUNDING FEES	287.00	3811
EMPLOYEE BENEFIT SYSTEMS	BENEFITS PAID	223.92	3812
EFTPS	FEDERAL TAXES MEDICARE Pay Period: 8/3/2025	31,981.89	3813
CORNISH, DEVIN	HSA Pay Period: 8/3/2025	50.00	3814
HUTTON, RYAN	HSA Pay Period: 8/3/2026	320.84	3815
SYDNES, KELLAN	HSA Pay Period: 8/3/2027	50.00	3816
TREASURER STATE OF IA	SALES TAX 7/2025	15,202.45	3817
TREASURER STATE OF IA	WET 7/2025	10,865.98	3818
INROADS LLC	F AVE & G AVE STREET REHAB PR#6	12,000.00	88745
RW EXCAVATING SOLUTIONS, LC	SRF-WEST INDIAN CREEK PR#2	133,507.75	88746
TK GRADING & SEEDING LLC	SRF-HARRINGTON PARK PR#1	7,905.50	88747
DELTA DENTAL OF IA	DENTAL 7/2025	3,902.88	88748
FIDELITY SECURITY LIFE	VISION 7/2025	1,047.64	88749
WELLMARK	HEALTH 8/2025	39,203.12	88750
HENRY CORBIN	CC-CHECK RE-ISSUED	322.90	88751
PAYROLL	PAYROLL	589.34	88752
COLLECTION SERVICES CENTER	CHILD SUPPORT Pay Period: 8/3/2025	122.02	88753
MISSION SQUARE	DEFERRED COMP Pay Period: 8/3/2025	560.00	88754
ACCESS SYSTEMS INC	MXC407P CITY CLERK	683.94	88755
ACCO	POOL-CHLORINE	1,188.80	88756
ALLIANT	ALL-UTILITIES	54,457.46	88757
AMAZON CAPITAL SERVICES	ALL-SUPPLIES	2,885.83	88758
ARNOLD MOTOR SUPPLY	STS/FD/PD-SUPPLIES	156.63	88759
ASCENDANCE TRUCK CTR	STS-FUEL CONDITIONER	215.76	88760
B5 BRANDING ELITE SCREEN	FD-SCREEN PRINT	416.00	88761
BOBCAT OF AMES	PKA - SUPPLIES	50.00	88762
BOONE GLASS	PKM - PAVILION WINDOWS	28,840.00	88763
CAPITAL SANITARY SUPPLY	FH/PKM-SUPPLIES	573.97	88764
CIVIC SYSTEMS	WWT-2ND HALF SOFTWARE	59,210.00	88765
CONWAY SHIELD	FD-BUNKER GEAR	70.92	88766
CRAIG MCCLANAHAN	STS-IT,INSTALLPRINTER	4,651.69	88767
DICKS FIRE EXT	ALL-FIRE EXT INSP	3,887.60	88768
DOOR & FENCE STORE	STS-OVERHEAD DOOR RPR	931.25	88769
ECHO/ELECTRIC SUPPLY	STS-SHOP LIGHTS	136.75	88770
FAREWAY	4PLX-CONCESSIONS	3.98	88771
FIRSTNET	PD-CAR COMPUTERS	412.70	88772
GOOD AND QUICK	STS-OIL	8.29	88773
HACH COMPANY	WTR-LAB SUPPLIES	222.32	88774
HARBOR FREIGHT	STS-GENERATOR	2,299.99	88775
HAWKINS INC	WTR-CHEMICALS	8,386.87	88776
HR GREEN, INC	ALL-ENGINEERING	121,244.76	88777
IA DEPT OF NATURAL RESO	WWT-PERMIT FEE, OLD PLT/DISCH PERMIT FEE	2,550.00	88778
IA STATE READY MIX	STS-ROAD REPAIR	2,491.50	88779
INTERSTATE ALL BATTERY	PKM-BATTERIES	117.75	88780
JOHN DEERE FINANCIAL	PKM SUPPLIES	24.99	88781
K3 FIRE	FD- UHP NOZZLE	1,832.00	88782
LOGOED APPAREL & PROMOTIONS	FD-POLO SHIRTS	366.15	88783

LOWE'S HOME CENTERS INC	PD- GARAGE EQUIPMENT	433.39	88784
MACQUEEN EQUIPMENT	FD-FIRE HOSE/GEAR	10,132.00	88785
MARTIN BROS DISTRIBUTION CO	4PLX-CONCESSIONS	1,836.81	88786
MATHESON TRI-GAS INC	POOL-CO2	320.16	88787
MED COMPASS	FD-PHYSICALS/FITNESS TESTS	5,100.00	88788
MENARDS - AMES	WWT-LIFT STATION MAINT	11.98	88789
NEVADA ROTARY CLUB	FD-REYNOLDS DUES	485.00	88790
NEVADA SENIORS	WTR/WWT-BILLS	225.00	88791
NORTH IA AREA COMM COLLEGE	EMS-TRAINING,ARNAUD/JONES/CRSE SUPPLIES	4,436.70	88792
NUCARA PHARMACY	EMS-GLUCOMETER STRIPS	24.74	88793
PETERSEN MFG. CO., INC.	PKM-BENCH/PLAQUE ELLIOT	1,035.80	88794
PRATT SANITATION INC	ALL-GARBAGE SVC	1,253.83	88795
PRATT, DENNIS	STS-CLOTHING/BOOTS-PRATT, DENNIS	253.65	88796
QUADIENT, INC	ADM-POSTAGE RENT	114.16	88797
SALTECH SYSTEMS	CITY WEB PAGE	59.95	88798
SCHENDEL PEST CONTROL	4PLX-PEST CONTROL	76.34	88799
SIGLER CO	OUR NEVADA	2,602.68	88800
STAPLES ADVANTAGE	WWT-SUPPLIES	65.42	88801
STAPLES CREDIT PLAN	STS-PRINTER	201.28	88802
TENDALL, JAMIE	STS-BOOTS TENDALL	259.97	88803
T-MOBILE	ALL-GEOTABS	125.10	88804
TOYNE INC	FD-#210 VALVE	102.46	88805
VAN WALL EQUIP-NEVADA	STS-BATWING RPR	758.18	88806
VANDERHART, LANE	PD-MEAL REIMB VANDERHART	35.92	88807
WAGEWORKS	PR-FLEX BENEFIT FEE	400.60	88808
WEX BANK	CEM-FUEL	2,706.02	88809
WHKS & CO.	WWTP-DECOMMISSION	2,025.00	88810
WINDSTREAM	ALL-UTILITIES	408.82	88811
ZIMCO SUPPLY CO	STS-DUST CONTROL	990.00	88812
	PAYROLL ACH 8/8/25	106,673.00	

CLAIMS TOTAL 702,301.69



Vendor # 1170

20250801

Electronic Pymt #

FIRST INTERSTATE PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 8/11/2025 W/CLAIMS

Tran Date	Merchant Name	Description	Amount	Invoice #	ACCOUNT
6/25/2025	Sweetwater Sound	POOL, Radio	749.84	10845549	001-435-6504
6/25/2025	Volleyballusacom	REC, Supplies	112.09	163554	001-472-6599
7/1/2025	IPRA	PARKS, Membership	360.00	ch_2Rg63iOaiKbG3VYl0siWCOha	001-430-6210
7/2/2025	Scratch Cupcakery	REC, Concessions	450.00	20090	001-434-6590
7/22/2025	GEHL Foods	REC, Concessions	198.00	91271	001-434-6590
7/1/2025	Go Daddy	ADM, Website/Emails	22.97	3802644192	121-613-6431
7/11/2025	Fairfield INN	CA, Conf Hotel	273.28	79029590	001-613-6240
7/12/2025	Go Daddy	ADM, Website/Emails	23.19	3815088599	121-613-6431
7/12/2025	Sangoma	Water Plant	31.03	860961	600-811-6373
		Wastewater Pl	31.03		610-816-6373
		Library	31.03		001-410-6373
		Fire Dept	31.03		001-150-6373
		Police Dept	31.03		001-110-6373
		ST Dept	31.03		110-210-6373
		City Hall	31.04		001-620-6373
		Cemetery	31.04		001-450-6373
		Parks Mnt	31.04		001-431-6373
7/19/2025	Zoom	ADM, Website	76.78	INV314130230	121-613-6431
7/9/2025	Glock Professionals	PSD, Training Sydnos	300.00	359300	001-110-6240
7/9/2025	Glock Professionals	PSD, Training Seymour	300.00	359276	001-110-6240
6/24/2025	Hotel at Kirkword	WTR, Training Hotel-Starbuck	317.40	162094654	600-811-6240
6/24/2025	Hotel at Kirkword	WTR, Training Hotel-Ludwig	317.40	162094635	600-811-6240
6/30/2025	DIY Awards	ADM, Retirement Plaques	565.97	D4128876	001-613-6491
7/2/2025	IA DNR Fees	WWT, Permit Renewal	360.29	39666-9239	610-816-6474
7/10/2025	Twilio	ADM, Website	10.42	20250708	121-613-6431
7/11/2025	Glacier Canyon Lodge	ADM, Training Hotel-Rouse	308.66	A93013	001-620-6240
7/11/2025	Glacier Canyon Lodge	ADM, Training Hotel-Ellsworth	308.66	A93029	001-620-6240
7/15/2025	Twilio	ADM, Website	10.17	20250714	121-613-6431
7/15/2025	Flower Bed	ADM, Funeral Flowers	73.99	20250715	001-613-6491
7/17/2025	Twilio	ADM, Website	11.00	20250716	121-613-6431
7/17/2025	Staples	STS, Office Supplies	201.28	80069	001-110-6599
7/24/2025	Twilio	ADM, Website	11.00	20250723	121-613-6431
7/9/2025	Microsoft	LIB, Comp Software	39.00	E0700WZZ34	001-410-6420
7/18/2025	Dollar General	LIB, Fair Booth	24.50	79067	001-410-6595
6/30/2025	Meta	LIB, FB for programs	44.69	P7FTCVLAK2	001-410-6595

5,749.88

POSTING & PAYMENT DATE:

August 19, 2025

City Administrator

Vendor #1403

20250805

Electronic Pymt #

SAMS CLUB PURCHASING "P" CARD TRANSACTIONS PRESENTED AT COUNCIL MEETING 8/11/2025 W/CLAIMS

Tran Date	Description	Amount	Invoice #	ACCOUNT
7/2/2025	REC, Concessions	752.36	P9280005R01TSJ11N	001-434-6590
7/9/2025	REC, Concessions	381.82	P9280005Z01SYFH45	001-434-6590
7/17/2025	REC, Concessions	284.68	P9280006700YESBLS	001-434-6590
7/28/2025	REC, Concessions	286.44	P9280006J0109JT3N	001-434-6590

1,705.30

POSTING & PAYMENT DATE:

August 22, 2025

City Administrator

W:\Office\Finance\AccountsPayable\Vendors\Sam's Club

Item # 40  
Date: 8/11/25

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 8/11/25 Council Agenda

Business Name Camelot Theater Foundation Phone Number \_\_\_\_\_

Address 1114 6th St

Manager's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Owners Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

8-6-25

Date

RAI2

FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

NO orders - continuation of license



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
CAMELOT THEATER FOUNDATION	Camelot Theater Foundation	(515) 231-2339		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
1114 6th Street		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
PO Box 44, 1114 6th Street	Nevada	Iowa	50201	

## Contact Person

NAME	PHONE	EMAIL
Melissa K Sly	(515) 231-2339	camelottheaterfoundation@gmail.com

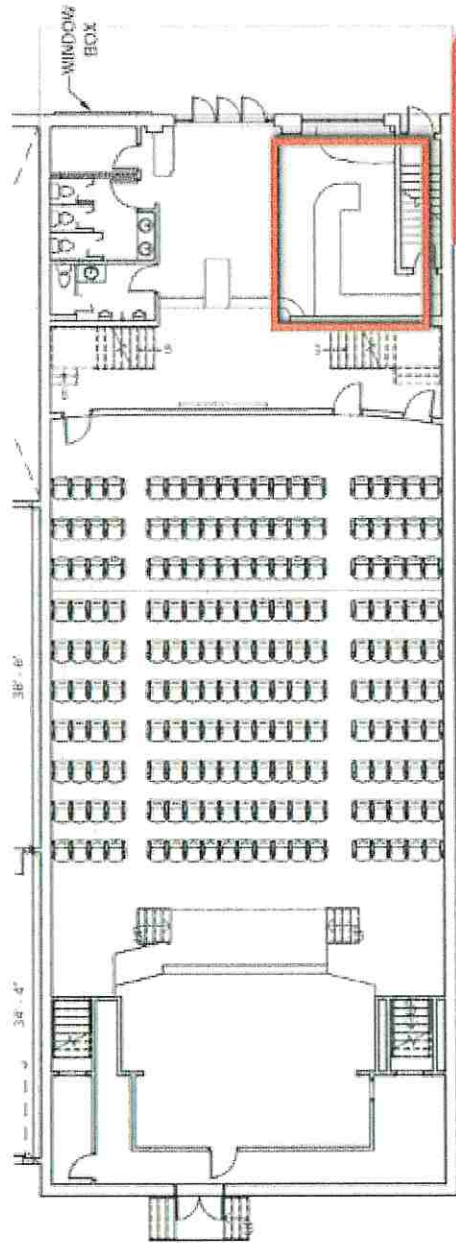
## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
BW0097174	Special Class C Retail Alcohol License	12 Month	Submitted to Local Authority

TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS
Sep 28, 2025	Sep 27, 2026	

### SUB-PERMITS

Special Class C Retail Alcohol License



alcohol serving  
location

Page 1 / 2

1 EXISTING FIRST FLOOR

3/32" = 1'-0"

↑ N



**RESOLUTION NO. 011 (2025/2026)**

**A RESOLUTION TO APPROVE LEASE AND PURCHASE AGREEMENT FOR  
CEMETERY TRACTOR AND LOADER**

WHEREAS, as part of the ongoing equipment replacement program, each year the city leases a compact utility tractor with loader for use mainly at the Cemetery; and

WHEREAS, the lease is set up for 150 hours of use during a twelve month period; and

WHEREAS, this tractor is equipped with a loader and is used to backfill graves, operate attachments for the opening of cremation burials, snow removal, various tasks in the parks, etc.; and

WHEREAS, the lease payments to be made under the Lease Agreement shall not exceed \$4,000.00

WHEREAS, a copy of the proposed lease agreement and purchase agreement is attached hereto as Exhibit A.

WHEREAS, the City Council has examined the same and found the agreements to be in the best interest of the City, and that the same should be approved and accepted.

NOW, THEREFORE, be it resolved by the City Council of Nevada, Iowa that the Annual Lease Agreement and Purchase Agreement attached hereto is hereby approved and the Mayor and City Clerk are authorized and directed to execute the same and disperse funds.

Passed and approved August 11, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

Attest:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_, seconded by Council Member \_\_, that Resolution No. 011 (2025/2026) be adopted.

AYES:           \_\_

NAYS:           \_\_

ABSENT:        \_\_

The Mayor declared Resolution No. 011 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 011 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 11<sup>th</sup> day of August, 2025.

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Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2025-2026\011-Operating Lease, Corn Tractor-Loader.doc

# THE VAN-WALL GROUP

## LEASE AGREEMENT

Date July 22, 2025

Lease No. 10893033

### LESSEE'S NAME & ADDRESS

City of Nevada  
Parks and Recreation Dept.  
1209 6<sup>th</sup> Street  
Nevada, IA 50201

### LESSOR'S NAME & ADDRESS

Van-Wall Equipment, Inc.  
P O Box 575  
Perry, IA 50220

### LESSEE'S NAME

### PLACE OF DELIVERY

QTY MFG MODEL

EQUIPMENT

PRODUCT ID NO. HOURS

1 JD 4052R Compact Tractor 1LV4052RCPN407013 0

1 JD 440R Loader 1P0440RXVPC072474

LESSEE'S SSN OR TAX ID	COUNTY LOCATION	MAX HRS USE PER YEAR	EXCESS USE CHG PER HR	EQUIP. LOCATION IF OTHER THAN LISTED ABOVE
	Story	150		

### AMOUNT OF EACH LEASE PAYMENT

No. Of Pmts.	Lease Payment	Use Tax (If Any)	Total of Each Payment
1	\$4,000.00	0.00	\$4,000.00

SECURITY DEPOSIT

DATE TERM BEGINS  
7/22/2025

DATE TERM ENDS  
7/22/2026

USE SEASON BEGINS  
2025

PAYMENT SCHEDULE⇒

PAYMENTS OTHER THAN MONTHLY - DUE DATES

Payment due: \_\_\_\_\_ day of each month except  
Months of \_\_\_\_\_

1. **TERM - LEASE PAYMENTS.** Lessor hereby leases the above Equipment (the "Equipment") to Lessee for a term of 12 months from the date of delivery of the Equipment, which date shall be evidenced by the execution of the Delivery Acknowledgment below and shall be shown above. Lessee agrees to pay to Lessor an advance lease payment of \$4,000.00 and 0 additional lease payments of \$0.00 each, for a total of \$4,000.00. In accordance with the payment schedule shown above. All lease payments not made when due shall bear interest from their due date until paid at the highest rate permitted by law. Any lease payment(s) received from Lessee may be applied, at Lessor's choice, to what Lessee owes under this Lease or under any other lease agreement between Lessee and Lessor, in spite of any instructions from Lessee.

### 2. OPTION TO PURCHASE

Provided Lessee is not in default under any provision of this Lease Agreement (this "Lease"), Lessee shall have the option to purchase the Equipment at the expiration of the term of this Lease for the Option Purchase Price set forth in either 2.1 or 2.2, as indicated below.

2.1 ☒ Lessee shall have the option to purchase the Equipment at the expiration of the term of this lease for the Option Purchase Price of: SEE ATTACHMENT "A" N/A This is a true lease

2.2 ☐ Lessee shall have the option to purchase the Equipment at the expiration of the term of this Lease for its fair market value at the time the option is exercised. Fair market value will be determined by Lessor with reference to recent sales of used equipment of similar type and condition.

Pg. 1-5 \_\_\_\_\_



**3. ASSIGNMENT**

Lessee shall not, without the prior written consent of Lessor, (a) assign, transfer or pledge this Lease, the Equipment or any part thereof, or any interest therein, or (b) permit the Equipment or any part thereof to be used by anyone other than Lessee or Lessee's employees. Any assignment without such consent shall be void. Lessee's obligation to pay rent under this Lease shall not, as to any assignee of Lessor, be subject to any diminution arising out of any breach of any obligation of Lessor hereunder or other liability of Lessor to Lessee.

**4. RETURN OF EQUIPMENT**

Upon early termination of this Lease or if the above option to purchase is not exercised at the expiration of the term of this Lease, Lessee shall return the Equipment, at Lessee's expense, to Lessor at a place designated by Lessor no more than 50 miles from the place of delivery shown above. The Equipment, when returned, shall be in as good condition as it is when delivered to Lessee, reasonable wear thereof excepted.

**5. EARLY TERMINATION**

Provided Lessee is not in default under any provision of this Lease, Lessee may request that this Lease be terminated prior to the expiration of the term of this Lease with respect to the Equipment or any item thereof. If such request is made, Lessor and Lessee will use reasonable efforts to arrange for a sale to a third party. This Lease shall be continued until such a sale is consummated (or until the term of this Lease expires, whichever is earlier) and Lessee shall continue to make lease payments, Lessee shall return the Equipment to Lessor as provided in Section 4 and pay to Lessor the excess, if any, of the Termination Value on the date of sale over the net sale price (after deducting all costs and expenses incurred by Lessor in connection with the sale) received or to be received by Lessor.

**6. DEFAULT**

Lessee shall be in default under this Lease if any of the following events occur:

**6.1** Lessee fails to make any lease payment or pay other sums due hereunder within ten (10) days after the same shall become due.

**6.2** Lessee fails to maintain any insurance required hereunder in effect or fails to comply with the requirements of any such insurance.

**6.3** Lessee, without Lessor's consent, attempts to assign this Lease or attempts to remove, sell, transfer, encumber, part with possession of or sublet any item of Equipment.

**6.4** Lessee shall commit an act of bankruptcy or become insolvent or bankrupt, shall make an assignment for the benefit of creditors, shall cease doing business as a going concern, if bankruptcy, reorganization or insolvency proceedings are instituted by or against Lessee, or if Lessee shall suffer an adverse material change in his financial condition which causes Lessor to deem itself or any of the Equipment to be insecure.

**6.5** Lessee fails to perform or observe any other covenant or condition herein and such failure continues for a period of ten (10) days after written notice thereof is sent to Lessee by Lessor.

**7. REMEDIES OF LESSOR**

Upon default of Lessee, under this Lease or under any other lease agreement between Lessee and Lessor, Lessor may, without notice to or demand upon Lessee, exercise any one or more of the following remedies:

**7.1** Declare all unpaid rent for the full term of this Lease immediately due and payable, together with all expenses of collection by suit or otherwise, including reasonable attorney's fee.

**7.2** Terminate this Lease immediately with respect to the Equipment or any portion thereof and/or terminate any other lease agreement between Lessee and Lessor.

**7.3** Take possession of the Equipment (which Lessee shall surrender on demand).

**7.4** Sell the equipment or any portion thereof at public or private sale and without demand on Lessee for payment or notice of intention to sell, retain the proceeds of any such sale, and, unless previously terminated under Section 7.2, terminate this Lease as of the date of such sale. If the proceeds, after deducting all costs and expenses incurred in connection with the recovery, repair, storage and sale of the Equipment and after deducting any lease payments and other obligations of Lessee due and unpaid hereunder on the date of the sale, including interest on past due lease payments, are less than the Termination Value on the date of termination, Lessee shall immediately pay Lessor the difference.

**7.5** Exercise any other remedy provided by law, including the recovery of damages caused by Lessee's failure to perform or observe any covenant or condition of this Lease.

**8. NEW EQUIPMENT WARRANTY**

Lessee acknowledges and agrees (a) that the Equipment was selected by Lessee; (b) that Lessee is satisfied that the same is suitable for its purpose; (c) that Lessor is not a manufacturer thereof nor a dealer in property or such kind; and (d) THAT LESSOR HAS NOT MADE, AND DOES NOT HEREBY MAKE ANY REPRESENTATION OR WARRANTY OR COVENANT WITH RESPECT TO THE MERCHANTABILITY, AND CONDITION, QUALITY, DESCRIPTION, DURABILITY, OR SUITABILITY OF ANY SUCH UNIT IN ANY RESPECT OR IN CONNECTION WITH OR FOR THE PURPOSE AND USES OF LESSEE, Lessor hereby assigns to Lessee, to the extent assignable, any warranties, covenants, and representations of the vendor with respect to the Equipment, provided that any action taken by Lessee by reason thereof shall be at the sole expense of the Lessee and shall be consistent with Lessee's obligations pursuant to the terms of this agreement.

**9. INSURANCE**

**9.1** Lessee, at its own expense, will carry public liability insurance having an endorsement for contractual liability on the Equipment with minimum liability limits in the amount of \$100,000 per person and \$300,000 per occurrence for bodily injury, including death, and in the minimum amount of \$50,000 per occurrence for property damage. Lessee will list Van-Wall Equipment, Inc. as the additional insured party.

**9.2** Lessee, at its own expense, shall keep the Equipment insured against all risk of physical damage for no less than its actual cash value. Such insurance shall include a loss payable clause made out in favor of Lessor

**9.3** Lessee shall deliver to Lessor Certificates or other evidence satisfactory to Lessor that insurance is maintained as required under Section 9.1 and 9.2. If Lessee fails to deliver such Certificates or other evidence of insurance to Lessor upon request, Lessor shall have the right, but shall not be obligated, to purchase such insurance and Lessee will reimburse Lessor for the cost thereof upon demand.

**10. LOSS OR DAMAGE TO EQUIPMENT**

All risk of loss or damage to the Equipment is assumed by Lessee until it is returned to Lessor at the expiration of the terms of this lease or such earlier termination as may occur under the provisions of Section 5 and 7 of this lease. If a damaged item is capable of being repaired for a cost less than its actual cash value, Lessee shall repair it at his own cost. The proceeds of any insurance, which may become available as a result of damage to the Equipment may be applied to the repair of the Equipment or to payment of any obligation of Lessee hereunder, at the sole discretion of Lessor. Inadequacy of such insurance proceeds to cover the cost of repairs does not excuse or diminish Lessee's obligation to repair. If any item is lost, stolen, destroyed or damaged beyond repair, insurance proceeds shall be paid over to Lessor. Any salvage shall be disposed of as the Insurance Company and/or Lessor may elect. If the sum of the insurance proceeds and the salvage proceeds, if any, is less than the Termination Value of the affected Equipment on the date of loss, Lessee shall promptly pay the difference to Lessor.

**11. LIABILITY**

Lessee assumes all risk and liability for and shall hold Lessor and its assigns harmless from all claims, liabilities or expenses for injuries or death to persons or loss or damage to property allegedly caused by the Equipment or arising out of the use, possession or transportation thereof. Lessee's liability hereunder shall not be limited to the amounts of insurance required under Section 9.

**12. FEES AND PROPERTY TAXES**

**12.1** Lessor as owner is responsible for filing the requisite periodic reports with the appropriate taxing jurisdiction. If the location of the Equipment has been changed to another taxing jurisdiction or the exempt status of the Equipment has been changed, Lessee shall, in time for Lessor to file such a return or report, notify Lessor in writing regarding such changes at the following address:

VAN-WALL EQUIPMENT, INC.  
P. O. BOX 575  
PERRY, IA 50220

**12.2** If Lessee fails to so furnish Lessor with the above information, Lessee agrees to promptly reimburse Lessor for any taxes, penalties, fines, or fees paid by Lessor arising from such failure.

**12.3** Lessor as owner is responsible for the payment of all personal property taxes imposed on the Equipment. Lessee is responsible for the payment of all other taxes of any kind, and of all title fees, registration fees, license fees and all other similar charges of any kind imposed on the Equipment or its use. As stated in 12.1 above, Lessor, as owner shall file a personal property tax return, Lessee shall be responsible for all other returns and reports required by law or otherwise permitted. If Lessor is required to file any returns or reports or pay any fees or taxes for which Lessee is obligated hereunder, Lessee shall promptly reimburse Lessor for its payment of said fees and taxes and shall pay any additional sales or use tax imposed on such reimbursements.

- 12.4** If Lessee is required by the jurisdiction to file returns or reports and pay fees or taxes, but fails to pay such fees or taxes when due, Lessor shall have the right, but not the obligation, to pay such fees or taxes together with penalties or fines and Lessee will promptly reimburse Lessor for any amounts paid by Lessor.
- 12.5** In addition, the amount of any tax, fee, penalty or fine which is Lessee's responsibility but which Lessor pays, if not reimbursed to Lessor by Lessee within 30 days of demand by Lessor, shall bear interest at the highest contract rate permitted by law, from the time of payment by Lessor until paid by Lessee.
- 13. INTENDED USE OF EQUIPMENT**  
Lessee agrees that the Equipment will not be used for personal, family or household use.
- 14. SERVICE AND USE**  
Lessee agrees to care of the Equipment in a careful and prudent manner, to cause the Equipment to be operated and maintained in accordance with the manufacturers operator's manuals, maintenance manuals, technical manuals, and other instructions concerning operation and maintenance, and to perform all maintenance and make any and all repairs which may be necessary to keep the Equipment in as good condition as it is when delivered to Lessee, reasonable wear thereof excepted. All maintenance and repairs shall be made at Lessee's expense unless covered by warranty or by insurance as provided in Section 9. Lessee shall comply with and conform to all law and regulations relating to ownership, possession, use and maintenance of the Equipment and with all conditions of policies of insurance on the Equipment, Lessee will not install any accessory or device on the Equipment (except such as may be removed without in any way affecting the originally intended function or use of the Equipment). Lessor shall be entitled to inspect the Equipment at the location of Lessee during reasonable business hours. It is contemplated that the Equipment will not be operated for more than the maximum number of hours shown on the face hereof, and Lessee agrees to pay the excess use charge shown on the front of this Lease for each hour the Equipment is used in excess of such time. If there is an hour meter furnished, Lessee agree to keep it connected to the Equipment and in good working condition at all time and that it is to be used as the conclusive basis of the number of hours of operation.
- 15. CONSTRUCTION**  
This Lease shall not be construed as conveying to Lessee any right, title or interest in or to the Equipment or its proceeds except as Lessee. Except as provided in Section 2, all right, title and interest in and to the Equipment shall at all times remain in Lessor.
- 16. DESIGNATION OF OWNERSHIP**  
If at any time during the term hereof, Lessor supplies Lessee with labels, plates or other markings stating that the Equipment is owned by Lessor, Lessee shall affix and keep the same upon a prominent place on the Equipment, Lessor may request and Lessee agrees to execute Uniform Commercial Code Finance Statements, and such statement or their filing shall not be deemed to negate the construction of this Lease as a lease. Lessee agrees to execute any and all additional instruments necessary to perfect Lessor's interest in this Lease, the payments due hereunder and the Equipment.
- 17. SECURITY DEPOSIT**  
If a Security Deposit is shown on the front of this Lease, Lessee hereby deposits with Lessor such sum as security for the faithful performance by Lessee of the covenants and conditions of this Lease. Lessor may, but shall not be obligated to, apply the Security Deposit, or any portion thereof, to cure any default by Lessee, in which event Lessee shall promptly restore the Security Deposit to the full amount specified. Upon fulfillment by Lessee of all of the covenants and conditions of this Lease, including the obligation to reimburse Lessor for any amounts as set forth in Sections 12, Lessor shall return to Lessee the amount of the Security Deposit, without interest.
- 18. TERMINATION VALUE**  
Termination Value, as used in this Lease, shall be a sum equal to: (a) the total of all lease payments (excluding any sales tax included in such lease payments) which are not yet due on the date of the loss under Sections 10 or the date of sale under Sections 5 or 7; (b) plus the Residual Value which was used in calculation payments due hereunder; (c) minus the unearned finance income component included in the lease payments not yet due on such date, calculated using the "Sum of the Monthly Balances" method and treating any federal income tax credit retained by Lessor as a payment. Upon request, Lessor will advise Lessee of the amount of the Terminations Value to be used in computing Lessee's obligations under Sections 5, 7 or 10.
- 19. CONTROLLING LAW**  
Except as prohibited by the law of the state of Lessee's residence, the construction and validity of this Lease shall be controlled by the law of the state of Iowa, where this Lease is accepted and entered into.
- 20. ASSIGNMENT BY LESSOR**  
Lessee hereby consents to the assignment by Lessor of all Lessor's rights hereunder to a chosen Finance Company of Lessor's choice. Lessee shall make payments hereunder to Lessor at the Finance Company's address until such time as the Finance Company notifies Lessee of its intent to collect payment due from Lessee under the Lease. Upon such notification, Lessee shall make payment to the Finance Company at its principal office location.

**UNAPPROVED SERVICE OR MODIFICATION**

All obligations of Doosan under this warranty shall be terminated:

- A. If service other than normal maintenance or normal replacement of maintenance items is performed by someone other than an authorized Doosan dealer or service center, or
- B. If Equipment is modified or altered in anyway not approved by Doosan, including but not limited to setting injections pump fuel delivery above Doosan specifications.

LESSEE'S  
NAME

LESSOR'S  
NAME

City of Nevada Parks and Recreation Dept.

Van-Wall Equipment, Inc.

(Lessee's Signature)

(Authorized Signature)

(Lessee's Signature)

**DELIVERY ACKNOWLEDGMENTS**

The Equipment subject to this Lease and Operator's Manuals were received on this date, and the sale operation and the proper servicing of the Equipment were explained to me. I have also received the written warranty applicable to the Equipment and understand that my rights are limited as set forth therein.

City of Nevada Parks and Recreation Dept.

(Lessee's Signature)

Date

The Equipment subject to this Lease was carefully prepared for delivery. Inspected and adjusted according to factory recommendations before delivery to Lessee. Operation and service of the Equipment and the importance of following the instructions in the Operator's Manual were explained to Lessee.

Dealer Representative

Date

# Purchase Agreement

# 10893033 Revision # 3  
Quote ID: 32384762

Feb 25, 2025



## Customer Information

NEVADA PARKS AND REC

1209 6TH ST  
NEVADA, IA 50201  
THANSEN@CITYOFNEVADA.ORG  
515-281-0747

## Customer Account #

Customer Sales Tax  
Exempt #

Use County/State  
STORY, IA

Purchaser Type  
5 City/Town/Village

## Rewards #

## Transaction Type

Finance

## Market Use

Parks and Cemeteries  
87

## Seller Information

Van-Well Equipment, Inc.  
1468 West A Avenue  
Nevada, IA 50201  
515-382-2222  
Dealer Account #: 081632

I (We), the undersigned, hereby order from Dealer the Equipment described below, to be delivered as shown below. This order is subject to Dealer's ability to obtain such Equipment from the manufacturer and Dealer shall be under no liability if delivery of the Equipment is delayed or prevented due to labor disturbances, transportation difficulties, or for any reason beyond Dealer's control. The price shown below is subject to Dealer's receipt of the Equipment prior to any change in price by the manufacturer. It is also subject to any new or increased taxes imposed upon the sale of the Equipment after the date of this order.

## Equipment

QTY	New	Used	Equipment & Value Added Services	Meter	Product ID #	Price
1	X		2023 JOHN DEERE 4052R Compact Utility Tractor (40 PTO hp) Stock # 827272	0	1LV4052RCPN407013	\$ 46,679.89
1	X		2023 JOHN DEERE 440R Loader Stock # 832046	0	1P0440RXVPC072474	\$ 7,320.10

## Comments :

## Summary

Selling Price of Purchases	\$ 53,999.99
Total Trade-In Allowance	\$ 0.00
Total Trade-In Pay-Off	\$ 0.00
Balance	\$ 53,999.99
Est. Service Agreement Taxes	\$ 0.00
Sub-Total	\$ 53,999.99
Cash With Order	\$ 4,000.00
Rental Applied	\$ 0.00
Balance Due	\$ 49,999.99

Customer Signature

Signed by:  
Nevada Parks And Rec  
501000086465

29-Jul-2025

Customer Signature

Accepted By

Signed by:  
RICK HAWBAKER  
00500943130475

Date Accepted

29-Jul-2025

Salesperson

HAWBAKER, RICK A

Delivered On

Warranty Begins

Delivery Signature

Date

**IMPORTANT WARRANTY NOTICE:** The John Deere warranty applicable to new John Deere Equipment is printed and included with this document. There is no warranty on used equipment. The new equipment warranty is part of this contract. Please read it carefully. **YOUR RIGHTS AND REMEDIES PERTAINING TO THIS PURCHASE ARE LIMITED AS SET FORTH IN THE WARRANTY AND THIS CONTRACT. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE NOT MADE AND ARE EXCLUDED UNLESS SPECIFICALLY PROVIDED IN THE JOHN DEERE WARRANTY.**  
**Telematics:** Orders of telematic devices include only the hardware. Where available, telematics software, including JDLink™ connectivity service, may be enabled from your local John Deere Operations Center or JDLink website. Please see your authorized John Deere dealer for assistance.

**DISCLOSURE OF REGULATION APPLICABILITY:** When operated in California, any off-road diesel vehicle may be subject to the California Air resources Board. In-use Off-Road Diesel Vehicle Regulation. It therefore could be subject to retrofit or accelerated turnover requirements to reduce emissions of air pollutants.

**ACKNOWLEDGEMENTS-** I (We) promise to pay the Balance Due shown above in cash, or to execute a Time Sale Agreement (Retail Installment Contract), or a Loan Agreement, for the purchase price of the Equipment, plus additional charges shown thereon or execute a Lease Agreement, on or before delivery of the Equipment ordered herein. Despite physical delivery of the Equipment, title shall remain in the seller until one of the foregoing is accomplished.

**USE OF INFORMATION/PRIVACY NOTICE** I understand that Deere & Company and its affiliates ("John Deere") and Dealer collect information, including my personal information and machine data to provide warranty, customer service, product and customer support, marketing and promotional information about Dealer, John Deere and their equipment, products and services and to support other business processes and purposes. See the John Deere Privacy Statement (<https://www.deere.com/en/privacy-and-data/>) for additional information on the types of personal information and machine data John Deere collects, how it is collected, used and disclosed. See Dealer directly for information about its privacy policy.

The Purchaser(s) and the Dealer acknowledge that while this document is defined herein as a "Purchase Agreement", it serves as both a purchase agreement for the Equipment and/or a commitment to lease the Equipment. In addition, the defined term "Purchaser" extends to and includes both a purchaser of the Equipment and/or a lessee of the Equipment. Furthermore, this Purchase Agreement is deemed to constitute a "Purchase Order" or a "Customer Purchase Order for John Deere Products" for the purposes of any other John Deere documents, including, without limitation, any dealer terms schedule.

NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

Item # 4F  
Date: 8/11/25

Date of Publication: Thursday July 31, 2025

Name of Responsible Entity (RE): City of Nevada  
Address: 1209 6<sup>th</sup> St  
City, State, Zip Code: Nevada, IA 50201  
Telephone Number of RE: (515) 382-5466

On Friday August 8, 2025, the City of Nevada will submit a request to the State of Iowa, Iowa Economic Development Authority for the release of Community Development Block Grant funds under Title 1 of the HOUSING AND COMMUNITY DEVELOPMENT ACT OF 1974 as amended (P.L. 97-35), to undertake the following project:

**Project Title:** Nevada Downtown Façade Revitalization

**Purpose:** The revitalization of 8 downtown building facades

**Location:** Downtown Nevada

**Estimated Cost:** \$1,306,466.75 (Estimated Total Project Cost), of which \$650,000 is HUD-funded

The activities proposed are categorically excluded under HUD regulations at 24 CFR Part 58 from National Environmental Policy Act (NEPA) requirements. An Environmental Review Record (ERR) that documents the environmental determinations for this project is on file at Nevada City Hall (1209 6th St, Nevada, IA 50201) and may be examined or copied weekdays 8 A.M to 5 P.M.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to the City of Nevada. All comments received by 5 PM on Thursday August 7, 2025 will be considered by the City of Nevada prior to authorizing submission of a request for release of funds.

RELEASE OF FUNDS

The City of Nevada certifies to the Iowa Economic Development Authority that Jordan Cook in his capacity as City Administrator consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. The Iowa Economic Development Authority approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City of Nevada to use HUD program funds.

OBJECTIONS TO RELEASE OF FUNDS

The Iowa Economic Development Authority will accept objections to its release of funds and the City of Nevada's certification for a period of fifteen days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City of Nevada; (b) the City of Nevada has omitted a step or failed to make a decision or finding required by HUD regulations at 24 CFR part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by the Iowa Economic Development Authority; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and shall be addressed to Iowa Economic Development Authority at 1963 Bell Avenue, suite 200,

**Des Moines, IA 50315. Potential objectors should contact the Iowa Economic Development Authority to verify the actual last day of the objection period.**

*Jordan Cook, City Administrator*

# Request for Release of Funds and Certification

U.S. Department of Housing  
and Urban Development  
Office of Community Planning  
and Development

OMB No. 2506-0087  
(exp. 04/30/2027)

This form is to be used by Responsible Entities and Recipients (as defined in 24 CFR 58.2) when requesting the release of funds, and requesting the authority to use such funds, for HUD programs identified by statutes that provide for the assumption of the environmental review responsibility by units of general local government and States. Public reporting burden for this collection of information is estimated to average 36 minutes per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. This agency may not conduct or sponsor, and a person is not required to respond to, a collection of information unless that collection displays a valid OMB control number.

## Part 1. Program Description and Request for Release of Funds (to be completed by Responsible Entity)

1. Program Title(s) State of Iowa CDBG - Downtown Revitalization	2. HUD/State Identification Number B-24-DC-19-0001	3. Recipient Identification Number (optional) 25-DTR-004
4. OMB Catalog Number(s) 14.228	5. Name and address of responsible entity City of Nevada 1209 6th St, Nevada, IA 50201	
6. For information about this request, contact (name & phone number) Zhi Chen (515) 304-3524	7. Name and address of recipient (if different than responsible entity)  	
8. HUD or State Agency and office unit to receive request Iowa Economic Development Authority 1963 Bell Ave, Des Moines, IA 50315		

The recipient(s) of assistance under the program(s) listed above requests the release of funds and removal of environmental grant conditions governing the use of the assistance for the following

9. Program Activity(ies)/Project Name(s) Nevada Downtown Facade Revitalization	10. Location (Street address, city, county, State) (1) 526 K Ave, (2) 532 K Ave, (3) 1028 6th St, (4) 1032 6th St, (5) 1038 6th St, (6) 1104 6th St, (7) 1110 6th St, and (8) 1122 6th St Nevada, IA 50201
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## 11. Program Activity/Project Description

The project is the revitalization of 8 downtown building facades in Nevada, Iowa (526 K Ave 532 K Ave, 1028 6th St, 1032 6th St, 1038 6th St, 1104 6th St, 1110 6th St, and 1122 6th St) with an estimated total project cost of \$1,306,467, of which \$650,000 is supported by CDBG funding.



**Part 2. Environmental Certification** (to be completed by responsible entity)

With reference to the above Program Activity(ies)/Project(s), I, the undersigned officer of the responsible entity, certify that:

1. The responsible entity has fully carried out its responsibilities for environmental review, decision-making and action pertaining to the project(s) named above.
2. The responsible entity has assumed responsibility for and complied with and will continue to comply with, the National Environmental Policy Act of 1969, as amended, and the environmental procedures, permit requirements and statutory obligations of the laws cited in 24 CFR 58.5; and also agrees to comply with the authorities in 24 CFR 58.6 and applicable State and local laws.
3. The responsible entity has assumed responsibility for and complied with and will continue to comply with Section 106 of the National Historic Preservation Act, and its implementing regulations 36 CFR 800, including consultation with the State Historic Preservation Officer, Indian tribes and Native Hawaiian organizations, and the public.
4. After considering the type and degree of environmental effects identified by the environmental review completed for the proposed project described in Part 1 of this request, I have found that the proposal did ☐ did not ☒ require the preparation and dissemination of an environmental impact statement.
5. The responsible entity has disseminated and/or published in the manner prescribed by 24 CFR 58.43 and 58.55 a notice to the public in accordance with 24 CFR 58.70 and as evidenced by the attached copy (copies) or evidence of posting and mailing procedure.
6. The dates for all statutory and regulatory time periods for review, comment or other action are in compliance with procedures and requirements of 24 CFR Part 58.
7. In accordance with 24 CFR 58.71(b), the responsible entity will advise the recipient (if different from the responsible entity) of any special environmental conditions that must be adhered to in carrying out the project.

As the duly designated certifying official of the responsible entity, I also certify that:

8. I am authorized to and do consent to assume the status of Federal official under the National Environmental Policy Act of 1969 and each provision of law designated in the 24 CFR 58.5 list of NEPA-related authorities insofar as the provisions of these laws apply to the HUD responsibilities for environmental review, decision-making and action that have been assumed by the responsible entity.
9. I am authorized to and do accept, on behalf of the recipient personally, the jurisdiction of the Federal courts for the enforcement of all these responsibilities, in my capacity as certifying officer of the responsible entity.

Signature of Certifying Officer of the Responsible Entity

X

Title of Certifying Officer

Mayor of Nevada

Date signed

08/08/2025

Address of Certifying Officer

City of Nevada  
1209 6th St, Nevada, IA 50201

**Part 3. To be completed when the Recipient is not the Responsible Entity**

The recipient requests the release of funds for the programs and activities identified in Part 1 and agrees to abide by the special conditions, procedures and requirements of the environmental review and to advise the responsible entity of any proposed change in the scope of the project or any change in environmental conditions in accordance with 24 CFR 58.71(b).

Signature of Authorized Officer of the Recipient

X

Title of Authorized Officer

Date signed

We, the undersigned, certify under penalty of perjury that the information provided above is true and correct. WARNING: Anyone who knowingly submits a false claim or makes a false statement is subject to criminal and/or civil penalties, including confinement for up to 5 years, fines, and civil and administrative penalties. (18 U.S.C. §§ 287, 1001, 1010, 1012, 1014; 31 U.S.C. §3729, 3802)

Item # 46  
Date: 8/11/25

## Tax Abatement List

<u>Last Name</u>	<u>First</u>	<u>Permit#</u>	<u>Address</u>
Evans	Jane & Gary	BP2024-0051	1860 10 <sup>th</sup> St (New Addition)
Mitchell, Ross &	Thomas, Tori	BP-2025-10	1023 D Ave (New Home)

## CITY OF NEVADA COUNCIL POLICY

**Policy Number:** 081125

**Subject:** Board and Commission Application and Appointment Process

**Authorized by City Council Effective Date:**

**Amended Date:**

### **PURPOSE:**

The purpose of this Policy is to establish a clear, consistent, and transparent process for the recruitment, application, evaluation, and appointment of individuals to the City of Nevada's Boards and Commissions. This policy aims to promote accountability in the selection of individuals entrusted with advisory and/or decision-making roles.

### **SCOPE:**

This Policy applies to all official Boards and Commissions that are established by ordinance, resolution, or other legal authority under the City of Nevada, including but not limited to advisory boards, regulatory commissions, and committees that require appointments by the Mayor, City Council, or City administrator.

### **DEFINITIONS:**

For the purposes of this policy, the following terms are defined as:

- **Board/Commission:** A formally established body created by City ordinance, resolution, or intergovernmental agreement to serve in an advisory, oversight, or regulatory capacity.
- **Applicant:** Any individual who submits a completed application to serve on a City Board or Commission.
- **Appointing Authority:** The individual or body—such as the Mayor, City Council, or City Administrator—designated to make appointments to a particular Board or Commission.
- **Vacancy:** A seat on a Board or Commission that is unfilled due to expiration of term, resignation, removal, or creation of a new position.
- **Staff Liaison:** A City staff member assigned to support the operations of a specific Board or Commission, including facilitating communication, managing agendas, and providing administrative assistance.
- **Quorum:** The minimum number of members required to be present for a Board or Commission to conduct official business, as defined in the governing ordinance or by-laws.
- **Term:** The fixed duration for which a Board or Commission member is appointed, as defined by ordinance or resolution.
- **Conflict of Interest:** A situation in which a person's private interests may improperly influence their official duties or responsibilities as a Board or Commission member.

### **RESPONSIBILITY:**

The City Council is responsible for the administration, oversight, and periodic review of this policy. Specific responsibilities include:

- **Policy Implementation:** Ensuring that this policy is followed by all individuals involved in the appointment process.
- **Public Communication:** Coordinating with City Clerk and Communications staff to publicize vacancies, promote community engagement, and encourage diverse applicant pools.
- **Process Oversight:** Monitoring compliance with application procedures, deadlines, and recordkeeping requirements.
- **Support to Appointing Authorities:** Assisting the Mayor and/or Council in the review and evaluation of applications and providing relevant documentation or summaries to support appointment decisions.
- **Training and Orientation:** Providing materials on roles and responsibilities, and ensuring new members understand their legal and ethical obligations.

The City Clerk's Office will serve as the official recordkeeper of applications and appointment records. The Mayor and/or City Council – depending on the specific authority established for each board or commission – are ultimately responsible for making formal appointments in accordance with this policy and all applicable city codes or ordinances.

#### **LIMITATIONS:**

This policy provides general guidance for the application and appointment of individuals to City Boards and Commissions but does not supersede specific legal or procedural requirements.

This policy is administrative in nature and is intended to promote consistency and transparency; it is not intended to create enforceable rights or obligations and may be revised or suspended at the discretion of the City Administrator.

Please Note Attached Documents:

**Appendix A – City of Nevada: Board & Commission Interest Applications**

**Appendix B – City of Nevada: Board & Commission Appointment Process**

## APPENDIX A

# City of Nevada: Board & Commission Interest Application

Thank you for your interest in serving your community! Please complete the form below.

### Contact Information

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone (Cell preferred): \_\_\_\_\_  
Email: \_\_\_\_\_

### Board & Commission Interest (Select Top 3)

Please review the board descriptions below and check your top 3 choices (numbered 1, 2, 3).

- ☐ **Parks, Recreation & Cemetery Board** – Oversees recreational programs, parks, cemeteries, and community events.
- ☐ **Planning & Zoning Commission** – Reviews development plans and zoning changes; guides city land use. (City Council appointed)
- ☐ **Board of Adjustment** – Hears appeals and variances to zoning regulations; meets as needed.
- ☐ **Library Board** – Advises on library operations, programs, and long-term planning.
- ☐ **Historic Preservation Commission** – Promotes the protection of historic sites and districts.
- ☐ **Nevada Senior Community Center Board** – Supports programming and operations for the senior center.
- ☐ **Public Arts Advisory Commission** – Guides public art projects and citywide cultural engagement.
- ☐ **City Council (when vacancy)** – Elected body responsible for city governance and decision-making.

### Availability

Boards generally meet monthly with occasional special meetings.  
Are there specific days or times you are unavailable?

\_\_\_\_\_

### Please describe your qualifications to serve on a board or commission:

Volunteer Community Service \_\_\_\_\_

Leadership Development \_\_\_\_\_  
Specific Expertise of Skills \_\_\_\_\_

Other Valuable Experience \_\_\_\_\_

**Please tell us about what brought you to Nevada and your interests in the community.**

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**Future Consideration**

If your application is not the best fit at this time, would you like your application to remain on file until May 30<sup>th</sup>?

Yes    No

## APPENDIX B

# City of Nevada: Board & Commission Appointment Process

## City of Nevada

### Board & Commission Appointment Process

#### 1. Identify Vacancies

The City Clerk maintains a master list of all board and commission terms.

Annually by May 30, the City Clerk notifies City Council and staff of openings.

Staff evaluates attendance annually. Members are expected to attend at least 75% of meetings to retain their position.

Department heads or board liaisons report current vacancies and potential reappointments to the City Clerk's Office.

#### 2. Publicize Openings

Vacancies are advertised through the following channels:

- City of Nevada website
- City Hall bulletin board
- Social media platforms
- Community newsletter (if applicable)

Each listing includes:

- Board/commission name
- Meeting time
- Responsibilities
- Term length
- Link to application

#### 3. Accept Applications

Applications may be submitted via:

- Online form on the City website
- Printed application form

Applicants must provide:

- Contact information
- Ranking of top three board preferences
- Availability and time constraints
- Relevant experience and qualifications

- Goals and interests related to board service
- Willingness to be considered for future openings

#### **4. Staff Review and Pre-Screening**

The City Clerk reviews all applications for completeness and eligibility (e.g., residency, conflict of interest).

Applications are retained on file for one year (through May 30) for future consideration.

Conflict of Interest Definition (per Iowa Code / City SOP):

*Any person who serves in an appointed position shall not engage in any outside employment or activity which is in conflict with the person's official duties and responsibilities. Using your position to give yourself or an immediate family member an advantage or benefit not available to the public is prohibited. You shall not have an interest, direct or indirect, in any contract, job or work, or material for which you, as an appointed member, would make a decision or recommendation to City Council. In the event of a conflict of interest, you must cease the outside employment or activity, or publicly disclose the existence of the conflict and refrain from taking any action or performing any official duty with regard to the conflict.*

*Public meetings and formal action during those meetings are occurrences where appearances are as important as substance. The test of whether the appearance of a Conflict of Interest has been violated is as follows: "Would a disinterested person, having been apprised of the totality of a Council member's personal interest in a matter being acted upon, be reasonably justified in thinking that partiality may exist?"*

Appointees shall not:

- Engage in outside employment or activity that conflicts with their duties.
- Use their position to benefit themselves or immediate family members.
- Hold a direct or indirect interest in any contract or decision they influence.

In case of a conflict, the appointee must either:

- Cease the conflicting activity.
- Publicly disclose the conflict and recuse themselves from related actions.
- Withdraw their application.

#### **5. Council Review and Interviews**

Applications are forwarded to City Council and related department staff.

Council and staff recommend two applicants per vacancy based on submitted applications (no interviews at this stage).

The Mayor conducts interviews with the top two applicants for each vacancy.

In case of a tie, all equally recommended applicants are considered.

Interview Format: Determined by the Mayor.



Multiple Vacancies Example:

If a board has two openings, council/staff recommend four applicants, from which the Mayor selects two for City Council approval.

## **6. Appointment and Notification**

Appointments:

- Made during regular City Council meetings.
- Appointees are formally notified by the City Clerk and receive:
  - ✓ A welcome letter
  - ✓ A meeting schedule

Non-Appointed Applicants:

- Notified by email using this sample message:

### **Email Template**

Subject: Thank You for Your Application

Dear [Applicant's Name],

Thank you for your interest in serving on a board or commission with the City of Nevada. We appreciate your willingness to contribute to our community.

After careful review, we regret to inform you that you were not selected for appointment at this time. Your application will remain on file until May 30 for future consideration unless noted otherwise.

We encourage you to stay involved and reapply in the future. Your enthusiasm for public service is valued, and we hope to work with you in the future.

Sincerely,  
[Mayor's Name]

## **7. Onboarding and Training**

New board members are invited to orientation sessions that include:

- Roles, responsibilities, and attendance policies
- Open meetings and public records laws
- Communication protocols
- City ethics and conduct policies

## **8. Ongoing Participation and Support**

Staff liaisons assist board members by providing:

- Meeting reminders and information packets
- Annual check-ins or surveys
- Recognition for service (e.g., at year-end meetings or in the city newsletter)

## Erin Mousel

---

**From:** Dane Nealson  
**Sent:** Wednesday, July 16, 2025 7:11 AM  
**To:** Erin Mousel  
**Subject:** Fwd: board and commission appointments

Good morning Erin!

Forwarding this to you to make sure it's included in our packet for this item next meeting. Thanks!

Dane Nealson  
Nevada City Council, Ward 4  
Phone: (515) 639-0244  
[dnealson@cityofnevadaaiowa.org](mailto:dnealson@cityofnevadaaiowa.org)

Begin forwarded message:

**From:** "Joe A. Anderson" <joeaanderson@yahoo.com>  
**Date:** July 15, 2025 at 5:45:01 PM CDT  
**To:** Luke Spence <LukeSpence@cityofnevadaaiowa.org>, Henry Corbin <hcorbin@cityofnevadaaiowa.org>, Steve Skaggs <SSkaggs@cityofnevadaaiowa.org>, Jason Sampson <jsampson@cityofnevadaaiowa.org>, Sandy Ehrig <sehrig@cityofnevadaaiowa.org>, Dane Nealson <dnealson@cityofnevadaaiowa.org>  
**Subject:** board and commission appointments

**Warning: Unusual sender** <joeaanderson@yahoo.com>

You don't usually receive emails from this address. Make sure you trust this sender before taking any actions.

Dear Council -

I am one of those who applied for a seat on the Planning & Zoning Commission, but was not interviewed.

At the city council meeting on April 28 Mayor Condon requested applications from volunteers who wish to serve on boards and commissions. On April 29 I submitted my application. On May 5 I emailed Kerin Wright to confirm that my application had been received. On May 6 she provided confirmation.

I will not pretend that I know how the procedure is laid out in code. I will agree the current process needs improvement. An applicant should not have to request confirmation that their application was received. Nor should an applicant learn that they were not even selected for an interview by reading a post on Facebook. That's not a great way to treat people who have stepped up to VOLUNTEER their time.

Thanks for your time and thorough consideration on this topic.

Joe Anderson  
1729 F Ave

## Erin Mousel

---

**From:** Mayor Condon  
**Sent:** Wednesday, August 6, 2025 4:34 PM  
**To:** Erin Mousel  
**Subject:** Appointments to P&Z

The appointments for p&z after interviews and notifications:

Christine Heintz and Michael Fulker

Thanks Erin!  
Sent from my iPhone

# Boards & Commissions Volunteer

## Today's Date

04/29/24

## Name

Christine Heintz

## Address

## Home Phone

## Work Phone

## Cell Phone

## Email

## Board - Current Meeting Time

- Parks/Recreation/Cemetery - 3rd Wednesday @ 5:15pm
- Planning and Zoning Commission - 1st Monday @ 6:15pm
- Board of Adjustment (as called) - 2nd Tuesday @ 10:00am
- Library Board - 3rd Monday @ 5:00pm
- Historic Preservation Commission - As needed
- Nevada Senior Community Center Board - Ad Needed @ 8:30 am
- Nevada Public Arts Advisory Commission - meeting times TBD
- City Council member (when vacancy) - 2nd and 4th Mondays @ 6:00pm
- Any Various Committee - As needed

**Please indicate your area of interest by prioritizing them below. 1 is the highest interest, etc.**

### 1st Choice

Board of Adjustment (as called)

### 2nd Choice

Planning and Zoning Commission

### 3rd Choice

Nevada Public Arts Commission

### 4th Choice

Parks/Recreation/Cemetery Board

### 5th Choice

Any Various Committee (as needed)

### 6th Choice

Any Various Committee (as needed)

### 7th Choice

Any Various Committee (as needed)

**8th Choice**

Any Various Committee (as needed)

**Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?**

My schedule is pretty flexible. Tue and Thur during the day is the best time however.

**Please explain why you feel qualified to serve the City of Nevada as a member of this board.**

I've been a resident of the City of Nevada since 2004. During this time, I've been involved in several aspects that have been impacted by these boards. I have rehabbed a few properties in town, torn a few down and constructed new. I've been involved in minor site development in both Ames and Boone. I also have 20 years of banking experience dealing directly with special financing programs and working with community programs that grow the base of family buyers setting roots in a community.

**If appointed to this board, what would be some of your goals and objectives in helping this board move forward?**

I would impartially review concerns brought to the board. Familiarize myself with what is needed in each situation and vote for what makes the most sense and is in the best interest of the community. I would like to focus on growing the family base of Nevada as well.

**If you have any other comments you would like to share regarding your application or about yourself, please add more below**

**If there is no opening for a position on your board of choice, would you be interested in being considered in the future?**

Yes

**Untitled**

First Choice

**Untitled**

First Choice

**Untitled**

First Choice

**Untitled**

First Choice

**Untitled**

First Choice

# Boards & Commissions Volunteer

## Today's Date

5/21/2025

## Name

Michael Fulker

## Address

## Home Phone

## Work Phone

## Cell Phone

## Email

## Board - Current Meeting Time

- Parks/Recreation/Cemetery - 3rd Wednesday @ 5:15pm
- Planning and Zoning Commission - 1st Monday @ 6:15pm
- Board of Adjustment (as called) - 2nd Tuesday @ 10:00am
- Library Board - 3rd Monday @ 5:00pm
- Historic Preservation Commission - As needed
- Nevada Senior Community Center Board - Ad Needed @ 8:30 am
- Nevada Public Arts Advisory Commission - meeting times TBD
- City Council member (when vacancy) - 2nd and 4th Mondays @ 6:00pm
- Any Various Committee - As needed

**Please indicate your area of interest by prioritizing them below. 1 is the highest interest, etc.**

### 1st Choice

Planning and Zoning Commission

### 2nd Choice

Any Various Committee (as needed)

### 3rd Choice

Any Various Committee (as needed)

### 4th Choice

Any Various Committee (as needed)

### 5th Choice

Any Various Committee (as needed)

### 6th Choice

Any Various Committee (as needed)

### 7th Choice

Any Various Committee (as needed)

#### **8th Choice**

Any Various Committee (as needed)

**Boards meet on a monthly basis and are occasionally called in for special meetings or work sessions, please note if this would cause a problem and/or what times do not work for you?**

The Planning and Zoning meetings being on Monday evenings should be perfectly fine with my schedule for the foreseeable future.

My Tuesday evenings are usually busy.

I have a day job that's basically 9-to-5, but I could take time off for special meetings with enough advance notice (if mid-day meetings even happen).

**Please explain why you feel qualified to serve the City of Nevada as a member of this board.**

I have firsthand knowledge of the concerns of citizens.

As a experienced software engineer, I have skills in research and analysis of unfamiliar topics.

**If appointed to this board, what would be some of your goals and objectives in helping this board move forward?**

My goal would be for decisions to reflect the values and needs of the community.

**If you have any other comments you would like to share regarding your application or about yourself, please add more below**

**If there is no opening for a position on your board of choice, would you be interested in being considered in the future?**

No

**Untitled**

First Choice

**Untitled**

First Choice

**Untitled**

First Choice

**Untitled**

First Choice

**Untitled**

First Choice



## PROCLAMATION

### Water and Wastewater Workers of Iowa Week

**WHEREAS**, the State of Iowa and the City of Nevada's surface and ground waters are a treasured and limited natural resource; and

**WHEREAS**, the water and wastewater workforce of the City of Nevada and Iowa have dedicated themselves to applying environmental science to enhance the drinking and recreational waters of Iowa; and

**WHEREAS**, their applied environmental science-based practices continue to be a vital element in improving the quality of life and preserving and protecting public health in our state and promoting sustainability in our way of living;

**NOW, THEREFORE, I, Ryan Condon, Mayor of the City of Nevada, IA**, do hereby proclaim August 17<sup>th</sup> – 23<sup>rd</sup>, 2025 as:

### Water and Wastewater Workers of Iowa Week

in the City of Nevada, Iowa, and urge all residents to join in recognizing our workers for their service and the valuable role clean water plays in our community.

**IN WITNESS WHEREOF**, I have hereunto set my hand and caused the Great Seal of the City of Nevada, Iowa to be affixed this 11<sup>th</sup> day of August, 2025.



\_\_\_\_\_  
Ryan Condon, Mayor





▶ 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

August 6, 2025

Mr. Jordan Cook  
City of Nevada, Iowa  
1209 6th Street  
Nevada, Iowa 50201

Re: Nevada, IA WWTF Improvements – Phase 2: Change Order #6 Recommendation

Dear Jordan,

The following items on the above referenced project are presented for consideration of approval by City Council. HR Green recommends approval of all change order items.

1. Substantial Completion contract time extension  
Substantial Completion of the Work was delayed due to Phase 3 of the WWTF Improvements project being completed behind schedule. Phase 3 delays were not caused by Phase 2 Work. The recommended Substantial Completion award date for Phase 3 is May 6, 2025. HR Green recommends an extension of the Phase 2 Contract Substantial Completion date based on the Phase 3 award date and an equal number of calendar days between the original Phase 2 and 3 Contract Substantial Completion dates. The original dates were June 30, 2023, and June 9, 2023, for Phase 2 and 3, respectively. The number of calendar days between these original dates is 21 calendar days. Therefore, HR Green's recommendation for the Phase 2 Contract Substantial Completion date is May 27, 2025. The current Contract Substantial Completion date is October 15, 2023. This equates to a contract time extension of 590 calendar days.
2. Final Completion contract time extension  
Final Completion of the Work was delayed due to Phase 3 of the WWTF Improvements project being completed behind schedule. Phase 3 delays were not caused by Phase 2 Work. HR Green recommends an extension of the Phase 2 Contract Final Completion date based on the above recommended Substantial Completion time extension and the last allowable Fall seeding calendar date to allow for completion of any required re-seeding on the project site. Therefore, HR Green's recommendation for the Phase 2 Contract Final Completion date is September 30, 2025. The current Contract Final Completion date is February 1, 2025. This equates to a contract time extension of 241 calendar days.
3. Extended Job Costs due to Phase 3 delay  
WBCI has realized additional costs to complete the Work due to Phase 3 of the WWTF Improvements project being completed behind schedule. Phase 3 delays were not caused by Phase 2 Work. These costs include materials, labor, and bond expenses. WBCI is also seeking reimbursement of utility costs (electrical power and natural gas) during the extended period to complete the Work and for the periods after the recommended Substantial Completion date (utility accounts were still under WBCI instead of the City). Per discussion with the City, WBCI has also included costs for 2.5 months of extended equipment warranties to cover the period from initial startup to the recommended Substantial Completion date.  
HR Green has reviewed these costs and finds them reasonable and recommends approval. This equates to a contract price increase of \$337,526.00.



▶ Mr. Jordan Cook  
Page 2 of 2  
8/6/25

Overall, Change Order #6 will have an increase to the Contract Price of \$337,526.00; 590 calendar days added to the Substantial Completion date in the Contract Schedule; 241 calendar days added to the Final Completion date in the Contract Schedule. This cost is equal to 0.9% of the original Contract Price. To date, the overall project cost change is equal to 1.2% of the original Contract Price.

Please formally approve Change Order #6 and return an executed copy to our office. Please feel free to contact me with any questions regarding this change order.

Sincerely,  
**HR GREEN, INC.**

A handwritten signature in blue ink, appearing to read "Michael Roth", written over a light blue horizontal line.

**Michael Roth, P.E.**  
Senior Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI (via email)

J:\2016\160473.02\Construction\Change\_Management\Change\_Orders\CO6\tr-20250806-CO#6\_recommendation-Nevada\_WWTF\_Ph2.docx

**CO No. 6**

Change Order

**HRGreen**

5525 Merle Hay Road, Suite 200

Johnston, IA 50131

(515) 278-2913 Fax (515) 278-1846

**Distribution:**Contractor ☒Owner ☒Engineer ☒Field ☐

Other \_\_\_\_\_

Other \_\_\_\_\_

Nevada WWTF Improvements – Phase 2 Nevada, Iowa	Date Issued	8/11/25	
	Project No.	160473.02	
Williams Brothers Construction, Inc. P.O. Box 1366 Peoria, IL 61654	Contract Date	February 18, 2021	
	Notice to Proceed Date	March 19, 2021	
See attached cover letter.			
Item	Contract Time	Contract Price	
1. Substantial Completion contract time extension	590 calendar days	\$0.00	
2. Final Completion contract time extension	241 calendar days	\$0.00	
3. Extended Job Costs due to Phase 3 delay	NA	\$337,526.00	
	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$35,850,000.00	June 30, 2023	Sept 30, 2023
Net Change by previously-authorized Change Order(s)	\$115,023.27	107 days	490 days
The Contractual limit prior to this Change Order	\$ 36,147,555.27	Oct 15, 2023	Feb 1, 2025
The Contract will be adjusted by this Change Order in the amount of	\$337,526.00	590 days	241 days
The new Contractual limit including this Change Order will be	\$ 36,485,081.27	May 27, 2025	Sept 30, 2025

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER**

<b>Contractor</b> <b>Williams Brothers Construction, Inc.</b>	<b>Owner's Representative</b> <b>HR Green, Inc.</b>	<b>Owner</b> <b>City of Nevada, Iowa</b>
By	By	By _____
Date: 8/7/25	Date: 8/6/25	Date: _____





**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC.

## Contractor's / Subcontractor's Proposal Breakdown Summary

Date: 03/05/25

### Time Extension Cost Proposal

**Engineer:**

HR Green  
5525 Merle Hay Rd. Suite 200  
Johnston, IA 50131

**OWNER:**

City of Nevada

**PROJECT:**

Nevada WWTF Phase 2  
Nevada, IA

**WBCI Project #**

542

### I DESCRIPTION OF CHANGE:

Proposal to extend Project Substantial Completion in accordance with the proposed CO-06 including a (590) calendar day extension to Project Substantial Completion due to delays outside of our control.

Please note, we have incorporated the extended warranty period required for equipment that has been in service since April 7, 2025 and not covered by the general warranty start date of June 13, 2025.

Also, costs previously incorporated in RFP-09 and the Tornado Damage insurance Claim have been listed and excluded from this proposal. Please review the attached breakdown.

### II SUMMARY OF DETAILED BREAKDOWN

	Additions	Deletions	Net Total
A. MATERIAL	\$196,693.72	\$0.00	\$196,693.72
B. LABOR	\$85,809.70	\$0.00	\$85,809.70
C. EQUIPMENT	\$0.00	\$0.00	\$0.00
D. OTHER COSTS	\$0.00	\$0.00	\$0.00
1. SAFETY	(1% of LABOR) - Deletion -0-		\$858.10
2. EXPENDABLE TOOLS	(2.5% of LABOR) - Deletion -0-		\$2,145.24
E. NET TOTAL	(A+B+C+D1+D2)		\$285,506.76
F. OVERHEAD AND PROFIT	(E x 15%) - Deletion -0-		\$42,826.01
G. TOTAL WORK PERFORMED BY CONTRACTOR	(Lines E + F)		\$328,332.77

### III CONTRACTOR'S MARK-UP ON WORK OF SUBCONTRACTORS

Detailed Breakdowns and summaries from each contractor must be attached.

SUBCONTRACTOR: Firm Name	CONTRACT WORK: Description	PROPOSAL
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
H. SUBTOTAL of all work performed by contractor's subcontractors		\$0.00
I. CONTRACTOR'S MARK-UP on work of subcontractors	(Line H x 10%)	\$0.00
J. TOTAL WORK PERFORMED BY SUBCONTRACTOR	(Lines H+I)	\$0.00
K. PROPOSAL	(Lines G+J)	\$328,332.77
L. SUPPLEMENTAL COSTS		
1. PER DIEM	(5% of LABOR)	\$0.00
2. TEMPORARY FACILITIES	(2.5% of LABOR)	\$0.00
M. BONDS	(2.8% of PROPOSAL)	\$9,193.32
N. BUILDER'S RISK INSURANCE	(2% of PROPOSAL)	\$0.00

### IV TOTAL PROPOSAL

O. TOTAL PROPOSAL for subject CMR increase-(decrease)-in contract amount	\$337,526
P. The work for this RFP will require and extension of time of <u>590</u> Calendar Days.	
Q. All costs are valid for 14 days.	

CONTRACTOR

(SIGNATURE).....

Kurtis Knapp

Title: Project Manager

Date: 08/06/25



DATE 5-Mar-25

DESCRIPTION OF WORK	NO PIECES	DIMENSIONS			EXTENSIONS	EXTENSIONS	UNIT PRICE MTL	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST
COR-022										
Extended Job Costs Due to Delay										
Supervision					1	LS	<del>XXXX</del>	<del>XXXX</del>	<del>XXXX</del>	\$ 77,193.20
Superintendent Truck					19	Mo	\$ 400.00	\$ 7,600.00	<del>XXXX</del>	<del>XXXX</del>
Project Manager					19	Mo	<del>XXXX</del>	\$ -	\$ 8,000.00	\$ 152,000.00
Project Manager Truck					19	Mo	\$ 250.00	\$ 4,750.00	<del>XXXX</del>	<del>XXXX</del>
Fuel Expense					19	Mo	\$ 500.00	\$ 9,500.00	<del>XXXX</del>	<del>XXXX</del>
Phone Expense					19	Mo	\$ 100.00	\$ 1,900.00	<del>XXXX</del>	<del>XXXX</del>
Job Trailers					6	Mo	\$ 350.00	\$ 2,100.00	<del>XXXX</del>	<del>XXXX</del>
Job Support/Equipment					19	Mo	\$ 1,250.00	\$ 23,750.00	<del>XXXX</del>	<del>XXXX</del>
Temporary Toilets					19	Mo	\$ 90.70	\$ 1,723.30	<del>XXXX</del>	<del>XXXX</del>
Alliant Energy (Natural Gas)					1	LS	\$ 10,128.55	\$ 10,128.55	<del>XXXX</del>	<del>XXXX</del>
Consumers Energy (Power)					1	LS	\$ 64,524.84	\$ 64,524.84	<del>XXXX</del>	<del>XXXX</del>
Internet					19	Mo	\$ 100.00	\$ 1,900.00	<del>XXXX</del>	<del>XXXX</del>
Dumpsters					19	Mo	<del>XXXX</del>	<del>XXXX</del>	<del>XXXX</del>	<del>XXXX</del>
Submittal Exchange					19	Mo	\$ 580.00	\$ 11,020.00	<del>XXXX</del>	<del>XXXX</del>
Extended General Warranty					6	Mo	\$ 1,000.00	\$ 6,000.00	<del>XXXX</del>	<del>XXXX</del>
Extended Equipment Warranties (0.5% of Equipment Cost, April 7 -Jun 13)					2.5	Mo	\$ 19,050.00	\$ 47,625.00	<del>XXXX</del>	<del>XXXX</del>
Builder's Risk Insurance					19	Mo	\$ 3,300.00	\$ 62,700.00	<del>XXXX</del>	<del>XXXX</del>
Office & Accounting Expense					19	Mo	\$ 675.00	\$ 12,825.00	<del>XXXX</del>	<del>XXXX</del>
Interest on Retained Funds					19	Mo	\$ 7,500.00	<del>XXXX</del>	<del>XXXX</del>	<del>XXXX</del>
Subtotal								\$ 268,046.69		\$ 229,193.20
Less Applicable Expenses Covered by Tornado Damage Insurance Claim								\$ 65,952.97		\$ 115,200.00
Less Applicable Expenses Included in RFP-09								\$ 5,400.00		\$ 28,183.50
Total								\$ 196,693.72		\$ 85,809.70





GENERAL CONTRACTOR  
PEORIA, ILLINOIS



WILLIAMS  
BROTHERS  
CONSTRUCTION, INC.

GENERAL CONTRACTOR  
PEORIA, ILLINOIS

### RFP-09 Cost Breakdown

Items previously covered are highlighted below and are excluded from this time extension cost proposal

BUILDING Nevada WWTF Phase 2  
LOCATION Nevada WWTF  
SHEET NO 1

DESCRIPTION OF WORK	NO PIECES	DIMENSIONS	EXTENSIONS	EXTENSIONS	UNIT PRICE M'T'L	TOTAL ESTIMATED MATERIAL COST	UNIT PRICE LABOR	TOTAL ESTIMATED LABOR COST
RFP-09R2 Private Well & Utilities								
Re-Grade and restore site					2500.00		\$ 4,320.00	
Clean up							\$ 2,720.00	\$ 2,720.00
Extended Job Costs								
Superintendent			5	wk			\$ 3,836.70	\$ 19,183.50
Superintendent Truck			5	wk	\$ 280.00	\$ 1,400.00		
Superintendent Truck - Gas			5	wk	\$ 400.00	\$ 2,000.00		
Superintendent Phone			1.25	Mo	\$ 80.00	\$ 100.00		
Temporary Toilets			1.25	Mo	\$ 80.00	\$ 100.00		
Extended Office Costs								
Project Manager	20 Hour/wk		5	wk			\$ 1,800.00	\$ 9,000.00
Project Manager Phone			1.25	Mo	\$ 80.00	\$ 100.00		
Project Manager Truck			5	wk	\$ 140.00	\$ 700.00		
Project Manager Truck - Gas			5	wk	\$ 200.00	\$ 1,000.00		
Job Support/Equipment			5	wk				
Accounting/Secretarial Staff			0	Mo				
Office Expenses			0	Mo				
Submittal Exchange			0	Mo	\$ 580.00	\$ -		
Interest on Retained Funds			0	mo	\$ 7,500.00	\$ -		
Builder's Risk Insurance			0	mo	\$ 3,300.00			
Subtotals						\$ 5,400.00		\$ 30,903.50
								28,183.50

**CO No. 6**

Change Order

**HRGreen**

5525 Merle Hay Road, Suite 200  
 Johnston, IA 50131  
 (515) 278-2913 Fax (515) 278-1846

Distribution:			
Contractor	<input checked="" type="checkbox"/>	Field	<input checked="" type="checkbox"/>
Owner	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>
Engineer	<input checked="" type="checkbox"/>	Other	<input type="checkbox"/>

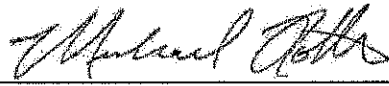
Nevada WWTF Improvements – Phase 2 Nevada, Iowa	Date Issued	7/28/25
	Project No.	160473.02
Williams Brothers Construction, Inc. P.O. Box 1366 Peoria, IL 61654	Contract Date	February 18, 2021
	Notice to Proceed Date	March 19, 2021

See attached cover letter.

Item	Contract Time	Contract Price
1. Substantial Completion contract time extension	590 calendar days	\$0.00
2. Final Completion contract time extension	241 calendar days	\$0.00

	Contract Price	Substantial Completion	Final Completion
Original Contractual Limit	\$35,850,000.00	June 30, 2023	Sept 30, 2023
Net Change by previously-authorized Change Order(s)	\$115,023.27	107 days	490 days
The Contractual limit prior to this Change Order	\$ 36,147,555.27	Oct 15, 2023	Feb 1, 2025
The Contract will be adjusted by this Change Order in the amount of	\$0.00	590 days	241 days
The new Contractual limit including this Change Order will be	\$ 36,147,555.27	May 27, 2025	Sept 30, 2025

**NOT VALID UNTIL SIGNED BY THE CONTRACTOR, OWNER'S REPRESENTATIVE, if applicable, AND OWNER**

Contractor <b>Williams Brothers Construction, Inc.</b>	Owner's Representative <b>HR Green, Inc.</b>	Owner <b>City of Nevada, Iowa</b>
By	By 	By
Date:	Date: 7/23/25	Date:



# Time Entry Report

Williams Brothers Construction

07/28/2025 Page 1  
System Date: 07/28/2025  
System Time: 2:29 pm

Actual Time Charged to

Nevada Supervision 10/15/23 - 5/2/25

Employee	Period End Date	Chk Seg	Job	Cost Code	ST	Union	Local	Class	Pay	Rate	Units	Amount
DIE04	10/18/23	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	61.000	24.00	1,464.00
ELG01	11/01/23	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	78.000	5.00	390.00
ELG01	01/17/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	78.000	5.00	390.00
ROB01	01/17/24	1st	542	1-010	IA				REG	59.000	20.00	1,180.00
											25.00*	1,570.00*
DIE04	01/24/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	61.000	16.00	976.00
ELG01	01/24/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	78.000	5.00	390.00
MIL42	01/24/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	24.00	1,140.00
ROB01	01/24/24	1st	542	1-010	IA				REG	59.000	20.00	1,180.00
											65.00*	3,686.00*
ELG01	01/31/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	78.000	5.00	390.00
MIL42	01/31/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00
											45.00*	2,290.00*
MIL42	02/07/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00
ROB01	02/07/24	1st	542	1-010	IA				REG	59.000	20.00	1,180.00
											60.00*	3,080.00*
MIL42	02/14/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00
ROB01	02/14/24	1st	542	1-010	IA				REG	59.000	20.00	1,180.00
											60.00*	3,080.00*
MIL42	02/21/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00

# Time Entry Report

Williams Brothers Construction

07/28/2025 Page 2  
System Date: 07/28/2025  
System Time: 2:29 pm

<u>Employee</u>	<u>Period</u> <u>End Date</u>	<u>Chk</u> <u>Seq</u>	<u>Job</u>	<u>Cost Code</u>	<u>ST</u>	<u>Union</u>	<u>Local</u>	<u>Class</u>	<u>Pay</u>	<u>Rate</u>	<u>Units</u>	<u>Amount</u>
ROB01	02/21/24	1st	542	1-010	IA				REG	59.000	20.00 60.00*	1,180.00 3,080.00*
MIL42	02/28/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00 1,724.00
MIL42	03/06/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00 1,724.00
ROB01	03/13/24	1st	542	1-010	IA				REG	59.000	20.00	1,180.00
MIL42	03/20/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	24.00	1,140.00 1,034.40
P 51 4	03/20/24	1st	542	1-010	IA				REG	59.000	20.00 44.00*	1,180.00 2,320.00*
MIL42	03/27/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00 1,724.00
ROB01	03/27/24	1st	542	1-010	IA				REG	59.000	20.00 60.00*	1,180.00 3,080.00*
MIL42	04/03/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	40.00	1,900.00 1,724.00
ROB01	04/03/24	1st	542	1-010	IA				REG	59.000	20.00 60.00*	1,180.00 3,080.00*
MIL42	04/10/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	47.500	8.00	380.00 344.80
MIL42	04/10/24	1st	542	1-010	IA				REG 3	47.500 47.500	8.00	380.00
ROB01	04/10/24	1st	542	1-010	IA				REG	59.000	20.00 36.00*	1,180.00 1,940.00*
ROB01	04/17/24	1st	542	1-010	IA				REG	59.000	20.00	1,180.00
ROB01	04/24/24	1st	542	1-010	IA				REG	59.000	20.00	1,180.00
ROB01	05/01/24	1st	542	1-010	IA				REG	61.000	36.00	2,196.00

# Time Entry Report

Williams Brothers Construction

07/28/2025 Page 3  
System Date: 07/28/2025  
System Time: 2:29 pm

<u>Employee</u>	<u>Period</u> <u>End Date</u>	<u>Chk</u> <u>Seq</u>	<u>Job</u>	<u>Cost Code</u>	<u>ST</u>	<u>Union</u>	<u>Local</u>	<u>Class</u>	<u>Pay</u>	<u>Rate</u>	<u>Units</u>	<u>Amount</u>
ROB01	05/08/24	1st	542	1-010	IA				REG	61.000	36.00	2,196.00
ROB01	05/15/24	1st	542	1-010	IA				REG	61.000	36.00	2,196.00
ROB01	05/22/24	1st	542	1-010	IA				REG	61.000	28.00	1,708.00
ROB01	05/29/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	06/05/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	06/12/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	06/19/24	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	81.000	10.00	810.00
ROB01	06/19/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	06/26/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	07/03/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	07/10/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	07/17/24	1st	542	1-010	IA				REG	61.000	20.00	1,220.00
ROB01	09/25/24	1st	542	1-010	IA				REG	61.000	16.00	976.00
ROB01	11/13/24	1st	542	1-010	IA				REG	61.000	15.00	915.00
DIE04	03/26/25	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	67.000	8.00	536.00
DIE04	04/09/25	1st	542	1-010	IA	CARP	106 IA HH	EXC	REG	67.000	8.00	536.00
Report Totals:											1,037.00*	58,229.00*
												18,964.20*

Report Totals

# Invoices by Job

Williams Brothers Construction

Alliant Energy

Natural Gas 10/15/22 - 5/27/25

All Invoices

Project Manager:  
542 Nevada WWTF

ALL113 Alliant Energy/IPL

Invoice	Invoice Date	Payment Date	Description	Original Amount	Amount Paid	Amount Open	Retainage Held	Net Balance
010924	01/09/2024		ACT#2253260892	94.41	94.41	.00		.00
011025	01/10/2025		ACT#2253260892	1,288.08	1,288.08	.00		.00
021125	02/11/2025		ACT#2253260892	1,382.28	1,382.28	.00		.00
030725	03/07/2025		ACT#2253260892	1,641.91	1,641.91	.00		.00
030824	03/08/2024		ACT#2253260892	1,438.59	1,438.59	.00		.00
040524	04/05/2024		ACT#2253260892	161.41	161.41	.00		.00
040825	04/08/2025		ACT#2253260892	893.29	893.29	.00		.00
050724	05/07/2024		ACT#2253260892	246.48	246.48	.00		.00
050825	05/08/2025		ACT#2253260892	836.95	836.95	.00		.00
060724	06/07/2024		ACT#2253260892	50.20	50.20	.00		.00
060925	06/09/2025		ACT#2253260892	584.45	584.45	.00		.00
070824	07/08/2024		ACT#2253260892	36.73	36.73	.00		.00
070925	07/09/2025		ACT#2253260892	60.00	60.00	.00		.00
090924	09/09/2024		ACT#2253260892	74.63	74.63	.00		.00
100724	10/07/2024		ACT#2253260892	33.18	33.18	.00		.00
110824	11/08/2024		ACT#2253260892	240.27	240.27	.00		.00
120723	12/07/2023		ACT#2253260892	11.47	11.47	.00		.00
120924	12/09/2024		ACT#2253260892	740.47	740.47	.00		.00
2202024	02/20/2024	03/10/2024	Acct 2253260892	313.75	313.75	.00	.00*	.00*
Vendor ALL113 Totals				10,128.55*	10,128.55*	.00*		.00*
542 Totals				10,128.55*	10,128.55*	.00*		.00*
Project Manager Totals				10,128.55*	10,128.55*	.00*		.00*
Report Totals				10,128.55*	10,128.55*	.00*		.00*

# Invoices by Job

Williams Brothers Construction

Consumers Energy  
Power Bills 10/15/23-5/27/25

07/28/2025 Page 1  
System Date: 07/28/2025  
System Time: 10:30 am

All Invoices

Project Manager:

542 Nevada WWTF

CONS15 Consumers Energy

Invoice	Invoice Date	Payment Date	Description	Original Amount	Amount Paid	Amount Open	Retainage Held	Net Balance
11023	01/10/2023		ACT#1448201	2,449.92	2,449.92	.00		.00
35845	05/24/2021		ACT#1448201 Nevada	1,440.00	1,440.00	.00		.00
040824	04/08/2024		ACT#1471602	178.37	178.37	.00		.00
010925	01/09/2025		ACT#1531101	3,189.68	3,189.68	.00		.00
011122	01/11/2022	01/10/2022	ACT#1448201	909.19	909.19	.00		.00
020822	02/08/2022	02/10/2022	ACT#1448201	1,456.88	1,456.88	.00		.00
020923	02/09/2023		ACT#1448201	2,149.95	2,149.95	.00		.00
020924	02/09/2024		ACT#1448201	966.43	966.43	.00		.00
021025	02/10/2025		ACT#1471602	197.55	197.55	.00		.00
030725	03/07/2025		ACT#1471602	152.34	152.34	.00		.00
030822	03/08/2022		ACT#1448201	1,222.56	1,222.56	.00		.00
030824	03/08/2024		ACT#1448201	147.93	147.93	.00		.00
030923	03/09/2023		ACT#1448201	1,929.14	1,929.14	.00		.00
040723	04/07/2023		ACT#1448201	1,759.26	1,759.26	.00		.00
040822	04/08/2022	04/10/2022	ACT#1448201	969.29	969.29	.00		.00
040825	04/08/2025		ACT#1531101	3,486.51	3,486.51	.00		.00
040924	04/09/2024		ACT#1471602	127.44	127.44	.00		.00
050123	05/01/2023	05/10/2023	ACT#1448201	1,258.30	1,258.30	.00		.00
050825	05/08/2025		ACT#1531101	4,457.58	4,457.58	.00		.00
050922	05/09/2022		ACT#1448201	765.69	765.69	.00		.00
050924	05/09/2024		ACT#1471602	138.63	138.63	.00		.00
060821	06/08/2021		ACT#1448201	102.57	102.57	.00		.00
060822	06/08/2022	06/10/2022	ACT#1448201	565.41	565.41	.00		.00
060823	06/08/2023		ACT#1471602	169.01	169.01	.00		.00
060925	06/09/2025		ACT#1531101	8,175.25	8,175.25	.00		.00
061024	06/10/2024		ACT#1531101	1,470.35	1,470.35	.00		.00
070921	07/09/2021	07/10/2021	ACT#1448201 Nevada	322.80	322.80	.00		.00
070925	07/09/2025		ACT#1471602	258.47	258.47	.00		.00
071023	07/10/2023		ACT#1471602	214.83	214.83	.00		.00
071024	07/10/2024		ACT#1531101	708.80	708.80	.00		.00
071222	07/12/2022		ACT#1471602	146.00	146.00	.00		.00
080822	08/08/2022		ACT#1471602	186.86	186.86	.00		.00
080923	08/09/2023		ACT#1471602	226.71	226.71	.00		.00
080924	08/09/2024		ACT#1471602	215.94	215.94	.00		.00
081021	08/10/2021		ACT#1448201	228.49	228.49	.00		.00
090122	09/01/2022	09/10/2022	ACT#1448201	451.20	451.20	.00		.00
091021	09/10/2021		ACT#1448201	273.34	273.34	.00		.00
091024	09/10/2024		ACT#1531101	1,146.03	1,146.03	.00		.00
091123	09/11/2023		ACT#1471602	218.08	218.08	.00		.00



# Invoices by Job

07/28/2025 Page 2  
System Date: 07/28/2025  
System Time: 10:30 am

Williams Brothers Construction

All Invoices

Project Manager:

542 Nevada WWTF

CONS15 Consumers Energy

<u>Invoice</u>	<u>Invoice Date</u>	<u>Payment Date</u>	<u>Description</u>	<u>Original Amount</u>	<u>Amount Paid</u>	<u>Amount Open</u>	<u>Retainage Held</u>	<u>Net Balance</u>
100821	10/08/2021	10/10/2021	ACT#1448201	204.23	204.23	.00		.00
100923	10/09/2023		ACT#1471602	217.30	217.30	.00		.00
100924	10/09/2024	10/10/2024	ACT#1531101	1,014.02	1,014.02	.00		.00
101122	10/11/2022	10/10/2022	ACT#1471602	151.61	151.61	.00		.00
110231	01/10/2023		ACT#1471602	155.06	155.06	.00		.00
110821	11/08/2021		ACT#1448201	327.87	327.87	.00		.00
110822	11/08/2022	11/10/2022	ACT#1471602	139.16	139.16	.00		.00
110824	11/08/2024		#1531101	1,383.84	1,383.84	.00		.00
<del>110923</del>	<del>11/09/2023</del>		<del>ACT#1471602</del>	<del>168.34</del>	<del>168.34</del>	<del>.00</del>		<del>.00</del>
120821	12/08/2021		ACT#1448201	700.47	700.47	.00		.00
120823	12/08/2023		ACT#1531101	635.66	635.66	.00		.00
120922	12/09/2022		ACT#1471602	150.17	150.17	.00		.00
121024	12/10/2024		ACT#1531101	1,749.42	1,749.42	.00		.00
0109241	01/09/2024		ACT#1531101	1,447.24	1,447.24	.00		.00
0109242	01/09/2024		ACT#1448201	633.61	633.61	.00		.00
<del>0109251</del>	<del>01/09/2025</del>		<del>ACT#1471602</del>	<del>178.87</del>	<del>178.87</del>	<del>.00</del>		<del>.00</del>
<del>0209231</del>	<del>02/09/2023</del>		<del>ACT#1471602</del>	<del>136.36</del>	<del>136.36</del>	<del>.00</del>		<del>.00</del>
<del>0209241</del>	<del>02/09/2024</del>		<del>ACT#1471602</del>	<del>147.40</del>	<del>147.40</del>	<del>.00</del>		<del>.00</del>
0209242	02/09/2024		ACT#1531101	3,376.47	3,376.47	.00		.00
0210251	02/10/2025		ACT#1531101	4,558.21	4,558.21	.00		.00
0307251	03/07/2025		ACT#1531101	5,433.04	5,433.04	.00		.00
<del>0308241</del>	<del>03/08/2024</del>		<del>ACT#1471602</del>	<del>130.37</del>	<del>130.37</del>	<del>.00</del>		<del>.00</del>
0308242	03/08/2024		ACT#1531101	3,025.42	3,025.42	.00		.00
0309231	03/09/2023		ACT#1471602	147.93	147.93	.00		.00
0407231	04/07/2023		ACT#1471602	143.91	143.91	.00		.00
0408251	04/08/2025		ACT#1471602	158.04	158.04	.00		.00
0409241	04/09/2024		ACT#1531101	3,253.10	3,253.10	.00		.00
0409242	04/09/2024		#1448201 FINAL BILL <sup>Temp</sup>	32.86	32.86	.00		.00
0501231	05/01/2023	05/10/2023	ACT#1471602	126.20	126.20	.00		.00
<del>0508251</del>	<del>05/08/2025</del>		<del>ACT#1471602</del>	<del>172.66</del>	<del>172.66</del>	<del>.00</del>		<del>.00</del>
0509241	05/09/2024		ACT#1531101	3,284.96	3,284.96	.00		.00
0608231	06/08/2023		ACT#1448201	823.59	823.59	.00		.00
<del>0609251</del>	<del>06/09/2025</del>		<del>ACT#1471602</del>	<del>183.10</del>	<del>183.10</del>	<del>.00</del>		<del>.00</del>
<del>0610241</del>	<del>06/10/2024</del>		<del>ACT#1471602</del>	<del>177.83</del>	<del>177.83</del>	<del>.00</del>		<del>.00</del>
0709251	07/09/2025		ACT#1531101 <sup>Revised</sup>	10,259.85	10,259.85	.00		.00
0710231	07/10/2023		ACT#1448201	829.31	829.31	.00		.00
<del>0710241</del>	<del>07/10/2024</del>		<del>ACT#1471602</del>	<del>294.90</del>	<del>294.90</del>	<del>.00</del>		<del>.00</del>
0712221	07/12/2022		ACT#1448201	601.27	601.27	.00		.00
0808221	08/08/2022		ACT#1448201	654.29	654.29	.00		.00

# Invoices by Job

Williams Brothers Construction

07/28/2025 Page 3  
System Date: 07/28/2025  
System Time: 10:30 am

All Invoices

Project Manager: 542 Nevada WWTF									
CONS15 Consumers Energy									
Invoice	Invoice Date	Payment Date	Description	Original Amount	Amount Paid	Amount Open	Retainage Held	Net Balance	
0809231	08/09/2023		ACT#1448201	886.21	886.21	.00		.00	
0809241	08/09/2024		ACT#1531101	778.12	778.12	.00		.00	
0901221	09/01/2022	09/10/2022	ACT#1471602	200.45	200.45	.00		.00	
0910241	09/10/2024		ACT#1471602	233.69	233.69	.00		.00	
1009231	10/09/2023		ACT#1448201	267.73	267.73	.00		.00	
1009232	10/09/2023		ACT#1531101	347.24	347.24	.00		.00	
1009241	10/09/2024	10/10/2024	ACT#1471602	218.50	218.50	.00		.00	
1011221	10/11/2022	10/10/2022	ACT#1448201	328.50	328.50	.00		.00	
1108221	11/08/2022	11/10/2022	ACT#1448201	607.34	607.34	.00		.00	
1108241	11/08/2024		#1471602	183.54	183.54	.00		.00	
1109231	11/09/2023		ACT#1531101	462.36	462.36	.00		.00	
1109232	11/09/2023		ACT#1448201	313.13	313.13	.00		.00	
1208231	12/08/2023		ACT#1471602	167.45	167.45	.00		.00	
1208232	12/08/2023		ACT#1448201	396.57	396.57	.00		.00	
1209221	12/09/2022		ACT#1448201	1,185.97	1,185.97	.00		.00	
1210241	12/10/2024		ACT#1471602	150.90	150.90	.00		.00	
091123a	09/11/2023		ACT#1448201 Temp	308.52	308.52	.00		.00	
091123b	09/11/2023		ACT#1531101	224.33	224.33	.00		.00	
Vendor CONS15 Totals				98,811.27*	98,811.27*	.00*	.00*	.00*	
542 Totals				98,811.27*	98,811.27*	.00*	.00*	.00*	
Project Manager Totals				98,811.27*	98,811.27*	.00*	.00*	.00*	
Report Totals				98,811.27*	98,811.27*	.00*	.00*	.00*	

1448201 Temp Site Service  
1531101 Permanent Service  
1471602 Temp Trailers Service



## Kurtis Knapp

---

**From:** Roth, Michael <mroth@hrgreen.com>  
**Sent:** Thursday, July 24, 2025 4:58 PM  
**To:** Kurtis Knapp  
**Cc:** Jordan Cook; Joe Williams  
**Subject:** RE: Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request

Kurtis,

Let's coordinate resolving these items and plan to present to City Council on 8/11/25.  
Please submit your costs associated with the time extension for review.  
Let us know your availability to discuss further.

Sincerely,

**Michael Roth, PE**

Senior Project Manager – Water | Principal  
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**From:** Kurtis Knapp <kurtis@wbci.us>  
**Sent:** Thursday, July 24, 2025 4:04 PM  
**To:** Roth, Michael <mroth@hrgreen.com>  
**Cc:** Jordan Cook <jcook@cityofnevadaiaowa.org>; Joe Williams <joew@wbci.us>  
**Subject:** RE: Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request

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Mike,

To be honest, this feels a little rushed and we are uncomfortable signing a CO for a time extension without the costs associated with the time extension included. We have had instances in the past where we were unable to seek additional costs for a time extensions after the CO was signed. Not saying that this will be the case here, but we would prefer to take the time to do this right, even if it means waiting another month.

Thanks,  
Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845



**From:** Roth, Michael <mroth@hrgreen.com>  
**Sent:** Thursday, July 24, 2025 3:46 PM  
**To:** Kurtis Knapp <kurtis@wbci.us>  
**Cc:** Jordan Cook <jcook@cityofnevadaaiowa.org>; Joe Williams <joew@wbci.us>  
**Subject:** RE: Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request

Kurtis,

See my responses below.

Sincerely,

**Michael Roth, PE**

Senior Project Manager – Water | Principal

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**From:** Kurtis Knapp <kurtis@wbci.us>  
**Sent:** Thursday, July 24, 2025 3:33 PM  
**To:** Roth, Michael <mroth@hrgreen.com>  
**Cc:** Jordan Cook <jcook@cityofnevadaaiowa.org>; Joe Williams <joew@wbci.us>  
**Subject:** RE: Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request

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Mike,

We have a few questions which makes us unable to sign the documents today.

- Substantial Completion - We are generally agreeable to the date, however we would like to address how to handle the warranty start date for equipment that was in use from April 1<sup>st</sup> through June 13<sup>th</sup> prior to agreeing. Are you expecting WBCI to cover this extended warranty or can we come to an agreement to start warranty dates when the equipment was placed into service? It's not clear to us if the manufacturers would even agree to start a warranty period two months beyond when the equipment was placed in service. HRG and the City have not developed a proposal on the warranty question but do agree this needs attention based on your timeline. My initial thoughts are:
  1. Warranty starts when flow was initially sent to the WWTF (I believe this was 4/7/25). Would likely need to add some language to the Substantial Completion Certificate/recommendation.
  2. Warranty starts at 6/13/25 with a change order to the contract for cost of 2 additional months of warranty coverage
- Change Order 06 – Now that we have a confirmed timeline, we would like to include our costs associated with the (540) day delay but noticed that your letter indicates the CO will be a no-cost

change. Can we submit our cost associated with the delay to be included in CO-06? Could we include associated costs in CO #7 and present that at the first August Council meeting? There won't be enough time to review costs and make a recommendation include in CO #6 if we want to get this in front of Council on 7/28. I also think it is better to get the contract dates extended ahead of consideration of Substantial Completion recommendation to Council

Thanks,  
Kurtis Knapp  
Williams Brothers Construction Inc.  
Cell: (815) 878-4845

**From:** Roth, Michael <mroth@hrgreen.com>  
**Sent:** Thursday, July 24, 2025 9:41 AM  
**To:** Kurtis Knapp <kurtis@wbci.us>  
**Cc:** Jordan Cook <jcook@cityofnevadaaiowa.org>  
**Subject:** RE: Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request

Kurtis,

If WBCI is in agreement with the proposed below, attached are:

1. CO #6 form for signature and supporting recommendation letter
2. Substantial Completion form for signature and supporting recommendation letter

These 2 forms can be signed and returned to me today in order to send to the City for consideration at the July 28<sup>th</sup> Council meeting.

Sincerely,

**Michael Roth, PE**  
Senior Project Manager – Water | Principal  
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**From:** Roth, Michael  
**Sent:** Wednesday, July 23, 2025 6:18 PM  
**To:** Kurtis Knapp <kurtis@wbci.us>  
**Cc:** Jordan Cook <jcook@cityofnevadaaiowa.org>  
**Subject:** RE: Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request  
**Importance:** High

Kurtis,

HRG and the City have discussed the contract dates items in your July 18<sup>th</sup> letter and are proposing the following:

1. Revise via Change Order #6 the contract Substantial Completion date to May 27, 2025
  - a. Phase 3 Substantial Completion date issued as May 6, 2025



- b. There was 21 days between the Phase 2 and 3 contracts original substantial completion dates (6/30/23 and 6/9/23, respectively)
2. Revise via Change Order #6 the contract Final Completion date to September 30, 2025
  - a. Based on observed punchlist sitework, this date corresponds to the end of the fall seeding period.
3. Issue a Certificate of Substantial Completion and accompanying punchlist for Phase 2 dated June 13, 2025
  - a. Final work to be completed prior to Substantial Completion was the updated HVAC testing and balancing. This work was completed on 6/13/25. (I note that the updated TAB report documentation was misplaced in our project file and I was unaware that the updated HVAC TAB report had been submitted, reviewed, and returned prior to our 6/24/25 letter.)

Change Order #6 and issuance of Substantial Completion could be presented for Council consideration at the upcoming July 28<sup>th</sup> council meeting, though we will need to submit paperwork to the City tomorrow to include in the council packet.

I am available to discuss further at any time.

Sincerely,

**Michael Roth, PE**

Senior Project Manager – Water | Principal

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**From:** Kurtis Knapp <[kurtis@wbci.us](mailto:kurtis@wbci.us)>

**Sent:** Friday, July 18, 2025 10:32 AM

**To:** Roth, Michael <[mroth@hrgreen.com](mailto:mroth@hrgreen.com)>; Jordan Cook <[jcook@cityofnevadaaiowa.org](mailto:jcook@cityofnevadaaiowa.org)>

**Cc:** Kerin Wright (<[KWright@cityofnevadaaiowa.org](mailto:KWright@cityofnevadaaiowa.org)> <[KWright@cityofnevadaaiowa.org](mailto:KWright@cityofnevadaaiowa.org)>); Joe Williams <[joew@wbci.us](mailto:joew@wbci.us)>; dwesley101@gmail.com; Devin Cornish <[dcornish@cityofnevadaaiowa.org](mailto:dcornish@cityofnevadaaiowa.org)>

**Subject:** RE: Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request

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Mike,

See attached letter.

Kurtis Knapp

Williams Brothers Construction Inc.

Cell: (815) 878-4845

**From:** Roth, Michael <[mroth@hrgreen.com](mailto:mroth@hrgreen.com)>

**Sent:** Tuesday, June 24, 2025 5:14 PM

**To:** Jordan Cook <[jcook@cityofnevadaaiowa.org](mailto:jcook@cityofnevadaaiowa.org)>

**Cc:** Kurtis Knapp <[kurtis@wbci.us](mailto:kurtis@wbci.us)>; Kerin Wright (<[KWright@cityofnevadaaiowa.org](mailto:KWright@cityofnevadaaiowa.org)> <[KWright@cityofnevadaaiowa.org](mailto:KWright@cityofnevadaaiowa.org)>); Harold See <[hsee@cityofnevadaaiowa.org](mailto:hsee@cityofnevadaaiowa.org)>

**Subject:** Nevada WWTF Ph 2 - response to WBCI 5/23/25 Substantial Completion request

Jordan,

Attached is HRG's response and recommendation to WBCI's latest substantial completion request.

Sincerely,

**Michael Roth, PE**

Senior Project Manager – Water | Principal

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Item # 7A-6  
Date: 8/11/25



5525 Merle Hay Road | Suite 200 | Johnston, IA 50131  
Main 515.278.2913 • Fax 515.278.1846

HRGREEN.COM

August 6, 2025

Mr. Jordan Cook  
City of Nevada, Iowa  
1209 6th Street  
Nevada, Iowa 50201

Re: WWTF Improvements – Phase 2: Substantial Completion Recommendation

Dear Jordan:

HR Green has reviewed Williams Brothers Construction's (WBCI) request for Substantial Completion and recommends that the City of Nevada, Iowa issues Substantial Completion for the above referenced project as of June 13, 2025. This date corresponds to the completion date of the remaining Work as referenced under the heading "Paragraphs 1 & 2" in HR Green's June 24, 2025, letter. See enclosed request and Certificate of Substantial Completion. Issuance of Substantial Completion allows for WBCI to request partial release of retainage on the project.

The Contract Substantial Completion date is May 27, 2025. The City may assess liquidated damages per the Contract as the Work was not completed and ready for its intended use by this date. Based on the above Substantial Completion date, the Work was substantially complete 17 calendar days past the Contract date. There have been no additional engineering costs due to the delay in achieving Substantial Completion on this project. Therefore, HR Green does not recommend assessment of liquidated damages with respect to Substantial Completion of the project. Total liquidated damages, if any, shall be determined once the Work is fully complete with respect to the terms of the Contract.

Included with the Certificate of Substantial Completion is a list of remaining work items to complete (punchlist). HR Green will confirm completion of these items, and any additional work as shown in the contract documents found to be incomplete, prior to the recommendation of Final Acceptance and payment for the project.

Please execute and return the enclosed Certificate of Substantial Completion if approved by the City Council.

Sincerely,  
**HR GREEN, INC.**

A handwritten signature in blue ink, appearing to read 'Michael Roth'.

Michael Roth, P.E.  
Project Manager

Enclosures

Cc: Kurtis Knapp, WBCI (via email)  
Kerin Wright, City (via email)  
Dévin Cornish, City (via email)  
Jim Oppelt, IDNR (via email)

\\hrgreen.com\HRGI\Data\2016\160473.02\Construction\Project\_Closeout\Closeout\_Docs\ltr-20250806-Substantial\_Completion\_recommend-City.docx

**RESOLUTION NO. 012 (2025/2026)**

**A RESOLUTION ACCEPTING THE WASTEWATER TREATMENT FACILITY  
IMPROVEMENTS – PHASE 2, PLANT CONSTRUCTION PROJECT AS SUBSTANTIALLY  
COMPLETE**

WHEREAS, the City Council of the City of Nevada, Iowa, entered into contract with Williams Brothers Construction, Inc. to construct the Wastewater Treatment Facility Improvements – Phase 2, Plant Construction Project on February 8, 2021; and

WHEREAS, the project is now substantially complete and has been reviewed and inspected by HR Green engineers; and

WHEREAS, HR Green has reviewed Williams Brothers Construction's request for substantial completion and has included a list of remaining work items to complete (punch list), see attached; and

WHEREAS, HR Green has found that this project is substantially complete. The Certificate of Substantial Completion with a recommended date of 06/13/2025 and punch list are submitted for execution.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEVADA, IOWA, that the Wastewater Treatment Facility Improvements – Phase 2, Plant Construction Project is substantially complete and is hereby accepted as of 06/13/2025; and the Certificate of Substantial Completion and punch list attached be approved and executed by the Mayor.

RESOLVED this 11<sup>th</sup> day of August, 2025, by the City Council of the City of Nevada, Iowa.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_\_, seconded by Council Member \_\_\_, that Resolution No. 012 (2025/2026) be adopted.

AYES:           \_\_\_  
NAYS:           \_\_\_  
ABSENT:        \_\_\_

The Mayor declared Resolution No. 012 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 012 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 11<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2025-2026\012-WWTF Phase 2-Final Acceptance.doc F:\OFFICE\COUNCIL\RESOLUTIONS\2025-2026\012-WWTF PHASE 2-FINAL ACCEPTANCE.DOC





**WILLIAMS  
BROTHERS**  
CONSTRUCTION, INC

July 18, 2025

Michael Roth  
HR Green  
5525 Merle Hay Road, Suite 200  
Johnston, IA 50131

VIAE-Mail: mroth@hrgreen.com  
RE: Substantial Completion Response  
Nevada WWTF PH 2

Mr. Roth,

This letter is in response to your June 24, 2025 letter regarding project Substantial Completion. We firmly disagree with your denial as the reasons provided in no way impact (or have impacted) the Owner's ability to operate the facility for its intended use and we will continue to protest your decision. The Test and Balance report was resubmitted on June 19, 2025 and returned by HR Green marked "No Exceptions" on June 23, 2025, which was prior to the date of your letter.

We request HR Green issue the following documents immediately to facilitate project completion:

- Issue the Certificate of Project Substantial Completion
- Issue documentation to address the extended warranty period for which the Owner has realized beneficial use of the process equipment and the facility as whole without establishing the transfer of ownership (Substantial Completion) at the recommendation of HR Green.
- Issue the Final Punchlist
- Issue an RFP to incorporate the required time extension to our contract due to delays outside of our control but within the control of the Owner, including:
  - (20) plus month delay in completion of Phase 3 Construction which had a complete and direct impact to our critical path schedule.
  - Delay in Plant Startup due to Phase 3 Pump Station Operational Failure after startup.
  - Delay to Digester startup due to Owner choice of completing "natural" seeding process rather than supplying sludge as specified.

Sincerely,

WILLIAMS BROTHERS CONSTRUCTION INC.

By: Kurtis Knapp  
Kurtis Knapp



## Certificate of Substantial Completion

Project: Nevada Wastewater Treatment Facility Improvements – Phase 2

Owner: City of Nevada

Owner's Contract No.: 160473

Contract: Williams Brothers Construction Inc.

Engineer's Project No.: 160473.02

### This Certificate of Substantial Completion applies to:

x All Work under the Contract Documents:      The following specified portions of the Work:

06/13/2025

Date of Substantial Completion

The Work to which this Certificate applies has been inspected by authorized representatives of Owner, Contractor, and Engineer, and found to be substantially complete. The Date of Substantial Completion of the Project or portion thereof designated above is hereby declared.

A list of items to be completed or corrected is attached hereto. This list may not be all-inclusive, and the failure to include any items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents.

**The responsibilities between Owner and Contractor for security, operation, safety, maintenance, heat, utilities, insurance and warranties shall be as provided in the Contract Documents except as amended as follows:**

☐ Amended Responsibilities

☒ Not Amended

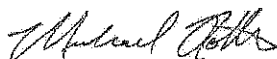
Owner's Amended Responsibilities: None

Contractor's Amended Responsibilities: None

The following documents are attached to and made part of this Certificate:

The attached punch list for the Nevada Wastewater Treatment Facility Improvements – Phase 2.

This Certificate does not constitute an acceptance of Work not in accordance with the Contract Documents nor is it a release of Contractor's obligation to complete the Work in accordance with the Contract Documents.



8/6/25

Executed by Engineer

Date



8/7/25

Accepted by Contractor

Date

Accepted by Owner

Date

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Sorem

**Punchlist - Sitework**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	5/1/2025	Address all erosion and wash outs in final grade.	Site					
2	5/1/2025	Clean or replace rock check dams.	Site					
3	5/1/2025	Collect trash across site.	Site					
4	5/1/2025	Collect any rocks or debris that'll hurt mowers from green space.	Site					
5	5/1/2025	Address weeds.	Site					
6	5/1/2025	Address any growth in rock landscaping.	Site					
7	5/1/2025	Reseed bare spots.	Site					
8	5/1/2025	South detention basin grade needs rectone.	Site					
9	5/1/2025	Replace dead trees on west side of Administration Building.	Site					
10	5/1/2025	Chain link fence gates need drop bars installed.	Site					
11	5/1/2025	Check on signs for chain link fence gates.	Site					
12	5/1/2025	Install sub-drain outlets to ditch 4/C.27.	Site					
13	5/1/2025	Address all rip rap onsite to be clear of debris and vegetation.	Site					
14	5/1/2025	Address south field fence.	Site					
15	5/1/2025	Install knox box at gate entrance.	Site					
16	5/1/2025	Clean up fence post outside of fence.	Site					
17	5/1/2025	Check field fence brace and 54" culverts.	Site					
18	5/1/2025	Remove silt fence at final completion.	Site					
19	5/1/2025	Check all sidewalks for sinkage.	Site					
20	5/1/2025	Touch up fire and yard hydrants paint as needed.	Site					
21	5/1/2025	Paint all valve box caps according to what they pertain to.	Site					
22	5/1/2025	Provide proper casting and pour concrete pad around clean out. 7/C.27	Site - Oxidation Ditch Site - Oxidation Flow					
23	5/1/2025	Clean up grade around Oxidation Flow Splitter.	Splitter					
24	5/1/2025	Address broken & misaligned retaining wall blocks.	Splitter					
25	5/1/2025	Replace any broken sidewalk panels around Flow Splitter	Splitter					
26	5/1/2025	Provide proper casting and pour concrete pad around clean out. 7/C.27	Site - Chemical Storage					
27	5/1/2025	Provide proper casting and pour concrete pad around clean out. 7/C.27	Site - UV Building					
28	5/1/2025	Grade around digester according to FO 51.	Site - Digester					
29	8/5/2025	Repair cracked concrete panels in Loop Road between Stations 20+00 and 24+00.	Site - Loop Road					Route cracks minimum 3/8" wide x 1/2" deep. Clean routed crack and apply joint sealer.

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Sorem

**Punchlist - Architectural**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	5/1/2025	Upper cabinet above sink will not close; right below sink	Administration- Training Room					
2	5/1/2025	Paint touch up on south wall above cabinets	Administration- Training Room					
3	5/1/2025	Caulking around floor box perimeter	Administration- Training Room					
4	5/1/2025	Loose exterior roof panel in SW corner	Mezzanine					
5	5/1/2025	Touch up gas pipe paint where hangers were moved	Administration- Mezzanine					
6	5/1/2025	Protruding stair runner at top of mezzanine is a trip hazard	Administration- Mezzanine					
7	5/1/2025	Figure out where to install Insulating covers that are on mezzanine	Administration- Mezzanine					
8	5/1/2025	Big fans are below lights and are creating strobe effect, lower lights or raise fans.	Administration- Vehicle Bay					
9	5/1/2025	"No Load" sign above electric room	Administration- Vehicle Bay					
10	5/1/2025	Gap at OH and CMU wall is showing sun light thru	Administration- Vehicle Bay					
11	5/1/2025	Fix roof flushing	Administration- Electric Room					
12	5/1/2025	Install name plate on generator fuel tank	Administration- Electric Room					
13	5/1/2025	Address rust on toilet enclosure	Administration- Women's Locker Room					
14	5/1/2025	Touch up paint on top right corner of door	Administration- Women's Locker Room					
15	5/1/2025	Missing tile @ lockers	Administration- Men's Locker Room					
16	5/1/2025	Seal fire candle @ sprinkler line northwest penetration	Administration- Men's Locker Room					
17	5/1/2025	Fix block in storage closet by HCU	Administration- Entry					
18	5/1/2025	Touch up paint below south window well and west window	Administration- Office 1211					
19	5/1/2025	Hanging cabinet has a loose end panel (warranty)	Administration- Operator Area					
20	5/1/2025	Remove top of suana tube on bollard at bottom by exterior	Administration- Exterior					
21	5/1/2025	Foam board at concrete steps @ generator needs sealant	Administration- Exterior					
22	5/1/2025	Downspout connections to gutters need caulking	Administration- Exterior					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Sieffas/Dan Sorem

**Punchlist - Architectural**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
23	8/6/2025	Replace damaged pipe bollard covers	Administration-Exterior					
24	5/1/2025	Missing downspout splash block pads	Administration-Exterior					
25	5/1/2025	Change both outside water hydrants (WH-1) to match schedule on M.601.	Administration-Exterior					
26	5/1/2025	Check all door hinges and frames for missing screws and rubber pads	Administration-General					
27	5/1/2025	Concrete pad for gas meter has settled	Administration-General					
28	5/1/2025	Patch all holes in walls	Administration-General					
29	5/1/2025	Finish insulation on PEW to go all the way to the floor.	Headworks- Screen Room					
30	5/1/2025	Grout and paint HCU penetration around access ladder 4/A.600.	Headworks- Screen Room					
31	5/1/2025	Install missing anchor bolt in OHD frame north side.	Headworks-Exterior					
32	5/1/2025	Concrete downspout splash pads at grt storage A.210	Headworks-Exterior					
33	5/1/2025	Concrete fill in pipe bollards.	Headworks-Exterior					
34	5/1/2025	Patch all holes in walls.	Headworks-General					
35	5/1/2025	Touch up paint through out building.	Headworks-General					
36	5/1/2025	Address caulking at Exp joints.	Oxidation Ditch					
37	5/1/2025	Grout between security camera pole bases and concrete pedestals.	Oxidation Ditch					
38	5/1/2025	Grout, caulk, and paint all holes and penetrations in floors and walls.	Secondary Treatment					
39	5/1/2025	Touch up paint as needed.	Secondary Treatment					
40	5/1/2025	East door is letting water come in at threshold.	Secondary Treatment					
41	5/1/2025	Touch up epoxy flooring in office where rebar is exposed, west wall.	Secondary Treatment/Office					
42	5/1/2025	Seal penetration in storage room vent line to pump room.	Secondary Treatment/Storage					
43	5/1/2025	Lots of missing clamps on ductwork joints in storage room.	Secondary Treatment/Storage					
44	5/1/2025	Recaulk HVAC duct wall penetration in storage room.	Secondary Treatment/Storage					
45	5/1/2025	Replace missing labeling caps on handwheels for hood in lab.	Secondary Treatment/Lab					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Sorem

**Punchlist - Architectural**

Number	Date Listed	Description	Location	Responsibility	Date Complete By Contractor	Date CM Concurred	Inspector Initials	Comments / Status
46	5/1/2025	Paint "Future" on blind flange for RAS suction.	Secondary Treatment/Lower level					
47	5/1/2025	Concrete fill in pipe bollards.	Secondary Treatment/Outside					
48	5/1/2025	Address insulation liner.	Chemical Storage					
49	5/1/2025	X tension rod braces need tightened.	Chemical Storage					
50	5/1/2025	Install anchors on tanks to detail 3/P.361.	Chemical Storage					
51	5/1/2025	Splash pad 3/A.361.	Chemical Storage					
52	5/1/2025	Concrete fill in pipe bollards.	Chemical Storage					
53	5/1/2025	Clean spray foam off of ladder.	Return Pump Station					
54	5/1/2025	Patch spray foam and spray it with fire liner.	Return Pump Station					
55	5/1/2025	Concrete fill in pipe bollards.	Return Pump Station					
56	5/1/2025	Install flashing on underside of deck for HVAC ductwork.	Return Pump Station					
57	5/1/2025	Patch and paint holes in walls and floor.	Return Pump Station					
58	5/1/2025	Keep on leak in wall, 3'-4" feet down by ladder south wall.	Return Pump Station					
59	5/1/2025	Touch up paint as needed.	Return Pump Station					
60	5/1/2025	Grout under ladder and pump stands.	Return Pump Station					
61	5/1/2025	Replace damaged square access hatch.	Return Pump Station					
62	5/1/2025	Provide sleeve, etc to protect Effluent flame transducer cable where it passes through grating.	UV Building					
63	5/1/2025	Concrete fill in pipe bollards.	UV Building					
64	5/1/2025	Paint markings on floor S.421 Keynote 8	UV Building					
65	5/1/2025	Missing clamps on ductwork in electric room.	UV Building					
66	5/1/2025	Grout or caulk all penetrations in floors, walls, and ceilings.	Solids Processing					
67	5/1/2025	Neoprene and u-bolts on wall supports for piping.	Solids Processing					
68	5/1/2025	Grout gap at CMU and HCU plan north wall in electric room and opposite side 7/A.602.	Solids Processing					
69	5/1/2025	Correct labeling on LQP-5500, Sludge pump 1 and 1.	Solids Processing					
70	5/1/2025	Grout or caulk all penetrations in floors, walls, and ceilings.	BioSolids Pumping					
71	5/1/2025	Check elastomeric coating on deck for need of repairs.	BioSolids Pumping					
72	5/1/2025	Address leak through hatch when it rains.	BioSolids Pumping					

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 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
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 RE Name: Jesse Siefkas/Dan Soren

**Punchlist - Architectural**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
73	5/1/2025	Repair spray foam and fire rated coating.	BioSolids Pumping					
74	5/1/2025	Some wall supports missing anchors.	BioSolids Pumping					
75	5/1/2025	Neoprene and u-bolts on wall supports for piping.	BioSolids Pumping					
76	5/1/2025	Clean up overspray from spray foam contractor.	BioSolids Pumping					
77	5/1/2025	Grout the interior door frame pump room.	BioSolids Pumping					
78	5/1/2025	Downspout splash pads.	BioSolids Pumping					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Soren

**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	7/3/2024	Screenings Wash Presses Light switches at east & west process room entry doors to be relocated to exterior of building. Field order to be issued by HRG.	Headworks	Manufacturer				Verify the spray nozzles on the Screenings Wash Presses function properly. - from Field Service Report 462151-01
2	9/25/2024		Headworks					
3	9/25/2024	Install marker tape on valve stem cover tubes	Headworks					
4	9/25/2024	Clean concrete off OHD exterior sill	Headworks					
5	9/25/2024	Add pipe support to grit overflow pipe at grit washer	Headworks					
6	9/25/2024	Grit washer drain hose needed Is the container of bolts/nuts on grit washer support leg spare parts? If so, label and place with stored parts.	Headworks					
7	9/25/2024	Confirm OHD operator electrical components are explosion proof (coordinate with electrical)	Headworks					
8	9/25/2024	Install cap on sampler tube conduit in sampler room and provide sealant around sample tube penetration in cap. Needs sealant.	Headworks					
9	9/25/2024	Stop nut on SG-2122 stem is missing.	Headworks					
10	4/24/2025	Verify GoNo-Go light bulbs illuminate when activated. Check that lights on east and west side function properly.	Headworks					
11	4/24/2025	Wash press PEW supply line appears to be leaking. Verify and repair any leaks	Headworks					
12	8/5/2025		Headworks					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Sorem

**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	9/25/2024	Install sunshades on SC4500 controllers	Oxidation Ditch					
2	9/25/2024	Clean center walkway under stairs	Oxidation Ditch					
3	9/25/2024	Fix/repaint E-house roof paint	E-House					
4	9/25/2024	Install E-house door closers/south door is damaged	E-House					
5	9/25/2024	Extend E-house downspout past raised curb	E-House					
6	9/25/2024	Install measurement tape in effluent weir gate sight tubes	Oxidation Ditch					
7	9/25/2024	North effluent weir gate handwheel hits handrail preventing operation. Need to adjust handrail to avoid interference or provide extension for handwheel stem.	Oxidation Ditch					
8	5/1/2025	South basin Effluent weir lovejoy coupling is not fully engaged.	Oxidation Ditch - Chemical Feed Vault					
9	5/1/2025	Install sealant around perimeter of Chemical vault hatch mounting flange gap.						



CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Stefkas/Dan Soren

**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete By Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	9/20/2024	Shorten chain on hoist and adjust pulley as chain rubs on side of hoist. Adjust chain and/or power cable as chain is rubbing on cable	Second, Treat. Bldg - hallway					
2	9/20/2024	Reinstall roof drains insulation in hallway	Second, Treat. Bldg - hallway					
3	5/1/2025	Lab door and frame have missing screws and bottom hinge	Second, Treat. Bldg - Lab					
4	9/20/2024	Install Emergency shower tempered water pipe insulation	Second, Treat. Bldg - Lab					
5	9/20/2024	Remove tape from storage room door and frame	Second, Treat. Bldg - Storage room					
6	9/20/2024	No-Go light in hallway missing lens cover	Second, Treat. Bldg - hallway					
7	9/20/2024	Add pipe support under elbow on scum discharge pipe	Lower Level					
8	9/20/2024	Add pipe support under on suction Pipe downstream PV-3905	Second, Treat. Bldg - Lower Level					
9	5/1/2025	Finish drop ceilings for all rooms	Second, Treat. Bldg - Lower Level					
10	5/1/2025	Eccentric reducer on scum pump suction needs paint touch up.	Second, Treat. Bldg - Lower Level					
11	9/20/2024	Add WAS pump suction pipe supports	Lower Level					
12	9/20/2024	Add WAS pump discharge pipe support under elbow	Second, Treat. Bldg - Lower Level					
13	9/20/2024	Shorten hose on Micro-C injection to RAS discharge header	Second, Treat. Bldg - Lower Level					
14	9/20/2024	Rotate RAS and WAS flow meter displays to be readable (pointing to ceiling)	Second, Treat. Bldg - Lower Level					
15	9/20/2024	Install M1 plug on abandoned 6-inch scum pipe wall penetration	Second, Treat. Bldg - Lower Level					
16	9/20/2024	RSP-3501 & RSP-3511 Mechanical seal drain discharge to be redirected away from electrical disconnect	Second, Treat. Bldg - Lower Level					
17	9/20/2024	Add RAS pipe labels	Second, Treat. Bldg - Lower Level					
18	5/1/2025	Install top cover bolts in grinder pump station.	Second, Treat. Bldg - Lower Level					
19	5/1/2025	North sample sink pipe penetration at floor is leaking	Second, Treat. Bldg - Lower Level					
20	4/24/2025	Connect pipe support clamp to drain piping in NE corner of building at ceiling.	Second, Treat. Bldg - Lower Level					
21	4/24/2025	Water dripping from electrical conduit in front of VFD-RSP-3501 in Electrical Room.	Second, Treat. Bldg - Electrical Room					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Sierkas/Dan Sorem

**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	9/24/2024	Apply gauge sticker on actuator stem sight tube	Return Pump Station					
2	9/24/2024	Band cut edge(s) of expanded metal grating at conduit penetration at wetwell roof	Return Pump Station					
3	5/1/2025	Adjust sump pump discharge pipe elevation to be higher	Return Pump Station					
4	5/1/2025	Add suction and discharge pipe supports at pumps	Return Pump Station					
5	5/1/2025	Paint process pipe/touch ups	Return Pump Station					
6	5/1/2025	Assemble pipe hanger at mag meter	Return Pump Station					
7	5/1/2025	Entrance hatch lid prop rod needs replaced	Return Pump Station					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Sorem

**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	9/20/2024	Tank level transducer swing arms need installed	Chem Storage Bldg					See Detail 5/P.601
		Provide and install chemical metering pumpskid table. Additional bracing needed on tables as these are unstable; grout and apply coating on extended equipment pads						
2	9/20/2024	1" ferric chloride vent pipe needs additional hangers, need for run on north wall	Chem Storage Bldg					
3	9/20/2024	Fix/replace broken 4" tank vent pipes thru north and south walls, add round escutcheons plate	Chem Storage Bldg					
4	9/20/2024		Chem Storage Bldg					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
 GENERAL CONTRACTOR: Williams Brothers Construction Inc.  
 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Sorem

### Punchlist - Process

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	5/2/2024	Bladder Failure Alarm (Wessguard package) was not installed on hydro pneumatic tank	UV Building	Contractor/Manufacturer				
2	5/2/2024	Hydro pneumatic tank - 1" flange drain was not installed on the 4" system piping.	UV Building	Contractor				
3	9/20/2024	Relocate Effluent flame gauge to west side of Parshall flume liner	UV Building					
4	5/1/2025	W3 pumps ARV overflow/vent 2" pipe needs installed and ARV on PEW by pressure tank	UV Building					
5	9/20/2024	Have manufacturer's rep check Dehumidifier operation (makes a lot of noise at startup); remove excess drain tubing and give to Owner	UV Building					
6	5/1/2025	Extend ground wires on UV banks in channel	UV Building					
6	5/1/2025	Review installation of power cables and ground wires to UV modules in channel and adjust to avoid conflicts with placing UV modules in "up position". There is a recurring alarm for high humidity. See Item #5.	UV Building					
7	4/24/2025		UV Building - Electrical Room					
8	4/24/2025	Door closer is leaking fluid on Door 4202B. 1 of 4 UV module wiper systems is malfunctioning. Coordinate with manufacturer for remedy/repair under warranty.	UV Building	Contractor/Manufacturer				
9	7/7/2025		UV Building					

160473.02

CONTRACT NO.: Nevada Wastewater Treatment Facility Improvements - Phase 2

GENERAL CONTRACTOR Williams Brothers Construction Inc.

CM Firm: HR Green

RE Name: Jesse Stiefkas/Dan Sorem

## Punchlist - Process

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	9/13/2024	MBT permeate line need completed (insulation, supports, etc.)	Digester					
2	9/13/2024	Paint butterfly valves and rusting flanges on MBT and Digester aeration piping.	Blowers & Digester					
3	9/13/2024	Permanently Attach air pipe label at MBT blowers. See submittal 22 0533-02	Blowers					
4	9/13/2024	MBT blower aeration pipe supports - cut off excess all thread (min 3 full threads above nut)	Blowers					
5	9/13/2024	Digester blowers aeration pipe supports - cut off excess all thread (min 3 full threads above nut)	Blowers					
6	9/13/2024	Dig blowers - air pipe labels • Install missing pipe labels • Replace plastic zip ties with SST band clamp	Blowers					
7	9/13/2024	Digester blower air pipe header NE slab penetration - Remove exposed blue poly wrap around pipe - Fill void in slab around pipe with non-shrink grout - Apply sealant around circumference of pipe at slab penetration	Blowers					
8	9/13/2024	MBT blower air pipe header slab penetrations - Remove exposed blue poly wrap around pipe - Fill void in slab around pipe with non-shrink grout - Apply sealant around circumference of pipe at slab penetration	Blowers					
9	9/13/2024	Digester air laterals • DIP to galy pipe transitions - check with mfr if full face gasket needed	Digester					
10	4/30/2025	Seal MBT tube/pipes penetrations in air manifold panels.	Digester/MBT					
11	4/30/2025	Install MBT tank air line slab penetration sealant.	Digester/MBT					
12	4/30/2025	Replace rubber expansion joint at air laterals on Digester air piping as flanges are cracked/split in multiple locations (check warranty)	Digester					
13	4/30/2025	Remove nails and wires from top of concrete in middle wall and by control panel north end	Digester					
14	4/30/2025	Missing equipment tags (check all blowers) Digester blower AB-5522 - missing enclosure door bracket - vacuum lines and the heater is not connected	Blowers					
15	4/30/2025	MBT blower AB-5532 - pressure gauge vacuuming tubing not connected - Temp sensor not connected - Repair damage to wiring/components from mice/rodents and provide "plugs" for enclosure openings	Blowers					
16	4/30/2025	Check all blowers for proper vacuum lines and heater connections. Remove protective film off blower enclosure	Blowers					
17	4/30/2025		Blowers					
18	4/30/2025		Blowers					
19	4/30/2025	Repair damage to enclosure door on AB-5531 (tornado damage?)	Blowers					

CONTRACT NO.: 160473.02  
 CONTRACT TITLE: Nevada Wastewater Treatment Facility Improvements - Phase 2  
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 CM Firm: HR Green  
 RE Name: Jesse Siefkas/Dan Soren

**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	7/3/2024	Sludge Transfer Pumps piping Light switch for Screen room to be relocated to exterior of building. Field order to be issued by HRG.	Solids Processing	Contractor				Verify leaks on Sludge Transfer Pumps (BP-5621 and BP-5631) pipe fittings have been addressed. -- from Field Service Report 432114-01
2	9/13/2024	Building 550 Elec Room: • Paint touchups do not match walls - Repaint	Solids Processing - Screen room					
3	9/13/2024	Building 550 Lower Level pump room: • Remove unused anchor/all thread in ceiling	Solids Processing - Electrical room					
4	9/13/2024	Building 550 - Screen Room • Repaint chipping/flaking Process pipe paint • EUH - Install SST all thread hangers and remove/place operations manual on top of unit with other O&M manuals	Solids Processing - Lower Level Pump room					
5	9/13/2024	Building 550 - Lower Level Pump room • Add Permeate pipe supports especially near backflush tanks (piping is misaligned/sagging) • PP-5560 & PP-5570 pump pressure gauge to be rotated 180 degrees so operation can read the pressure gauge will standing on the south side of the pump. • Sump pumps not working • Place extra unistat actuated valve with spare parts	Solids Processing - Screen room					
6	9/13/2024	Transfer pumps process piping needs pipe supports at suction and discharge connections; suction tee fitting/common suction line; horizontal bends on discharge piping	Solids Processing - Lower Level Pump room					
7	5/1/2025	Provide specified hose and hose barb connection on PVC piping for the Chemical Clean Assembly per Detail 3/P.552.	Solids Processing - Lower Level Pump room					
8	5/1/2025	Go/No Go lights for screen room and Lower level access doors are not functioning.	Solids Processing - Exterior					
9	8/8/2025							

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**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete By Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	9/13/2024	Interior process pipe painting touch-ups needed/ paint valve and blind flanges on outside of tanks	Biosolids Storage Tanks	Contractor				



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**Punchlist - Process**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	7/3/2024	Chopper Pump paint touch ups on loadout station piping (tornado damage)	Biosolids Pumping	Manufacturer				Chopper Pump BP-5712 is missing one seal guard -- provide replacement -- from Field Service Report 464121-01
2	9/25/2024	Trim stair stringer that extends above deck (NW side)	Biosolids Pumping					
3	9/25/2024	Cut excess anchor /all thread above nuts (typ)	Biosolids Pumping					
4	9/25/2024	Process pipe paint touchups needed	Biosolids Pumping					
5	9/25/2024	Install ARV vent /drain piping to floor drains	Biosolids Pumping					
6	9/25/2024	Process pipe bolts/nuts rusted. Clean/repaint	Biosolids Pumping					See discharge piping plan on P.570
7	9/25/2024	Clean concrete splatter on process pipe	Biosolids Pumping					
8	9/25/2024	Install belt guard on power ventilator (south wall)	Biosolids Pumping					
9	9/25/2024	There appears to be a Wall leak behind insulation east wall (wet spot at base of floor). Investigate and remedy.	Biosolids Pumping					
10	9/25/2024	Install Missing valve chain/wheel operator chains	Biosolids Pumping					
11	9/25/2024	Clean up under pump bases	Biosolids Pumping					
12	9/25/2024	Fix Roof flashing damage on electric building	Biosolids Pumping					
13	5/1/2025							
14	5/1/2025	Fix leaking actuators (oil) on PV's in pump room.	Biosolids Pumping					
15	4/24/2025	Install missing door trim screws on Door 5702.	Biosolids Pumping					
		Wall-mounted pipe support brackets for 4" biosolids loadout piping are not fully secured to wall with all anchor bolt holes used. Brackets have anchor bolt holes missing anchor bolts. Install missing anchor bolts.						
16	4/24/2025		Biosolids Pumping					
17	5/1/2025	Valve is stuck on sump pit discharge pipe.	Biosolids Pumping					

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**Punchlist - Mechanical**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	5/13/2025	Install pipe labels on plumbing piping.	Admin Building 120 - throughout building					PEW fire protection water lines not labeled
2	5/13/2025	The sprinkler heads in the office area appear to have an escutcheon installed upside down, awaiting installation of the ceiling tiles. The gyp ceilings in the showers have been installed but the sprinkler heads do not have an escutcheon, or it is upside down like the others but now above the gyp ceiling. The installation of the sprinkler head in the gyp ceiling is unsatisfactory.	Admin Bldg 120 - office, and restrooms / locker rooms.					
3	5/13/2025	Adjust floor drains and cleanouts to the restroom / locker room to match the finished tile floor elevation. Grout around drains and cleanouts.	Admin Bldg 120 - restrooms / locker rooms.					
4	5/13/2025	Exhaust fans serving the restrooms are loud and may need lubrication.	Admin Bldg 120 - restrooms / locker rooms.					
5	5/13/2025	Caulk gap between mop sink and wall.	Admin Bldg 120 - Vehicle Storage					
6	5/13/2025	Damper MD-1243 was open but fan EF-1241 was not running. Verify sequence of operation and damper actuator operation. Damper should be closed unless gas is detected. When gas is detected, damper shall open and fan shall run.	Admin Bldg 120 - Vehicle Storage					
7	5/13/2025	Provide shutoff and check valves in cold water piping serving the water heater. The placement of the expansion tank on the cold water pipe serving the water heater is acceptable but shall be downstream of the shutoff and check valves.	Admin Bldg 120 - mezzanine					
8	5/13/2025	Condensing units GU-1203 and CU-1281 cabinet paint is scratched or chipped. Provide touchup paint.	Admin Bldg 120 - outside	Mechanical				
9	5/13/2025	Attach sign for fire protection connection to building with lettering on top.	Admin Bldg 120 - exterior wall					
10	5/13/2025	Finish installation of fire protection. Preaction system air compressor is unplugged.	Admin Bldg 120 - Vehicle Storage Mech Closet					
11	5/13/2025	Exterior equipment pads appear to be too low to grade. Detail 8/S.600 shows top of pad 3" above surrounding landscaping.	Admin Bldg 120 - outside					

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**Punchlist - Mechanical**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
12	5/13/2025	Water pipe to screenings compactor is litter off the hangers and sways when valve opens or closes.	Headworks 210 - Screening and Grit Room					
13	5/13/2025	Condensing unit CU-2173 cabinet paint is scratched or chipped. Provide touchup paint. Exterior equipment pads appear to be too low to grade at a low point relative to the landscape rock. Detail 8/S.800 shows top of pad 3" above surrounding landscaping.	Headworks 210 - outside Headworks 210 - outside	Mechanical				
14	5/13/2025							
15	5/13/2025	The sides of makeup air unit MAU-2171 has paint peeling off and has many small chips.	Headworks 210 - outside					
16	5/13/2025	Duct jacket on exterior duct at MAU-2171 has a stick embedded in it. Jacket has many dents. Some of the jacket is coming off.	Headworks 210 - outside					
17	5/13/2025	Exhaust fans on roof are missing screws or are loose at the access lid.	Headworks 210 - roof					
18	7/18/2025	MAU-2171 is malfunctioning and is not working. Internal electrical disconnected is broken and needs repaired. City attempted to reset circuit breakers on inside of unit; reset MCC breakers; reset VCP circuit breakers; cycled power to the unit; acknowledged/cleared all alarms.	Headworks 210 - outside					
19	5/13/2025	Install pipe labels on plumbing piping.	Secondary Treatment Building 350 - throughout					
20	5/13/2025	A section of roof drain piping is not insulated.	Secondary Treatment Building 350 - Entry					
21	5/13/2025	Insulate completely the supply duct from SF-3591 to fume hood.	Secondary Treatment Building 350 - Lab					
22	5/13/2025	Floor drain grate at emergency shower is broken.	Secondary Treatment Building 350 - Lab					
23	5/13/2025	The placement of the expansion tank on the cold water pipe branch serving the water heater is acceptable but shall be downstream of the shutoff and check valves.	Secondary Treatment Building 350 - Storage Room					
24	5/13/2025	The floor under the water heater appears wet. Check for leaks.	Secondary Treatment Building 350 - Storage Room					
25	5/13/2025	Missing insulation from water pipe in lower level near backflow preventer.	Secondary Treatment Building 350 - Pump Room					

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**Punchlist - Mechanical**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
26	5/13/2025	Condensate pipe runs above Jetco panel.	Secondary Treatment Building 350 - Electrical Room					
27	5/13/2025	Duct jacket on exterior duct at MAU-3582 is coming off at top.	Secondary Treatment Building 350 - outside					
28	5/13/2025	Condensing unit CU-3588 cabinet paint is scratched or chipped. Provide touchup paint.	Secondary Treatment Building 350 - outside					
29	5/13/2025	Condensing unit CU-3586 does not appear to be level, perhaps from ground settlement.	Secondary Treatment Building 350 - outside					
30	5/13/2025	Install pipe labels on plumbing piping.	Secondary Treatment Chemical Storage Building 360					
31	5/13/2025	The backflow preventer is dripping onto the expansion tank. Move tank. The BFP was scheduled with an air gap. Provide air gap and drain line towards floor drain.	Secondary Treatment Chemical Storage Building 360					
32	5/13/2025	The placement of the expansion tank on the cold water pipe branch serving the water heater is acceptable but shall be downstream of the shutoff and check valves.	Secondary Treatment Chemical Storage Building 360					
33	5/13/2025	Missing insulation from incoming water pipe in near backflow preventer.	Secondary Treatment Chemical Storage Building 360					
34	5/13/2025	Remove protective film from mixing valve box.	Secondary Treatment Chemical Storage Building 360					
35	5/13/2025	Finish wiring on intake damper and cover box.	Secondary Treatment Chemical Storage Building 360					
36	5/13/2025	Exhaust fan EF-4285 appears to be missing the integral damper.	UV Bldg 420 - Process Room					
37	5/13/2025	Condensing unit CU-4287 cabinet paint is scratched or chipped. Provide touchup paint.	UV Bldg 420 - Outside					
38	5/13/2025	The floor mounted AC-5591 extends beyond location of future equipment pad shown in RFI-099.	Solids Processing 550 - Electrical Room					
39	5/13/2025	The condensate and refrigerant piping serving AC-5591 does not extend through exterior west wall as directed in RFI-099.	Solids Processing 550 - Electrical Room					

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**Punchlist - Mechanical**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
40	5/13/2025	The refrigerant piping between AC-5591 and CU-5592 have not been insulated.	Solids Processing 550 - Electrical Room and outside					
41	5/13/2025	Electric Unit Heater EUH-5593 appears to have overheated and burned up. Replace unit and verify thermostat operation.	Solids Processing 550 - Screen Room					
42	5/13/2025	Duct jacket on exterior duct at MAU-5589 has come loose. Jacket has many dents.	Solids Processing 550 - outside					
43	5/13/2025	Bottom of both MAUs have chipped paint and corrosion at the rail on the bottom of the unit. The sides of the MAUs have chipped paint. The stand also has corrosion.	Solids Processing 550 - outside					
44	5/13/2025	Thermostats are missing screws from 2 corners of the box.	Biosolids Pumping Building 570 - Pump Room					

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**Punchlist - Electrical / I&C**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
1	5/1/2025	Electrical vault lids not fastened down. Seal and bolt down as required. Pump out water and notify resident observer for accessing to take photos. Electrical Vault and Manhole covers shall bear the "Electrical" logo. (26 0533.16 2.02 N. and 2.03 M.)	General					
2	5/1/2025	Fill and conduit seal-offs once installation and testing is complete. Multiple found not filled throughout site.	General					
3	5/1/2025	Provide 3 pole NEMA 4X disconnect for gate controller per NEC code.	Access Drive					
4	5/1/2025	Two light poles at the main entrance were on during the daytime. Correct as necessary.	Access Drive					
5	5/1/2025	Where cameras are indicated to be mounted on poles, poles shall have a grommetted opening, per spec.	Access Drive					
6	5/1/2025	Complete electrical labeling and identification per specs. (26 0553)	Admin - All Locations					Missing one in Electric Room P12.
7	5/1/2025	Masonry over cut around electrical boxes - multiple locations.	Admin - All Locations					
8	5/1/2025	Clean light fixture lenses.	Admin - All Locations					Still dirty lenses in IT room and restrooms.
9	5/1/2025	Complete wiring on fire protection riser.	Admin - Vehicle Storage					System not active and compressor not plugged in.
10	5/1/2025	Light switch and label for laundry area are damaged.	Admin - Vehicle Storage					
11	5/1/2025	Label furnace disconnect switch.	Admin - Mezzanine					
12	5/1/2025	Complete conduit installation to access control panel.	Admin - Office Area					
13	5/1/2025	Break Room - Complete cabling to floor and TV boxes. SW floor box missing a power receptacle.	Admin - Office Area					Port 23 or 24, no outlet, conduit broke at some point under slab. TV done.
14	5/1/2025	Activate and test fire alarm system.	Admin - Office Area					
		Ethernet cable to Generator shall have surge protection per specification. (27 1116 3.03)						
		Ethernet cable to main switch board power meter appears to be missing. A/T's was to be connected with discrete signals, but Ethernet cable was run to it instead?	Admin - Electric Room					
15	5/1/2025							

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**Punchlist - Electrical / I&C**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date Ctl Concluded	Inspector Initials	Comments / Status
16	5/1/2025	Ethernet cable from harmonic filter to control panel CP-1200, and CT leads from switchboard to harmonic filter shall be installed in separate conduits, per plan.	Admin -Electric Room					
17	5/1/2025	Configure switchboard power monitor and test communication with SCADA.	Admin -Electric Room					
18	5/1/2025	UPS in CP-1200 is missing. Install per spec.	Admin -Electric Room					
19	5/1/2025	Provide typed circuit directory for Section 1 of Panel L-12A. (Directory is present in Section 2.)	Admin -Electric Room					
20	5/1/2025	North emergency light is not functional.	Admin -Electric Room					
21	5/1/2025	Label disconnect switch for Electrical Room condensing unit.	Admin -Exterior					
22	5/1/2025	Label generator enclosure panel and provide typed circuit directory.	Admin -Generator					
23	5/1/2025	Gaps allowing water ingress observed at multiple generator enclosure doors. Correct as necessary.	Admin -Generator					
24	5/1/2025	Corrosion present on generator battery terminals.	Admin -Generator					
25	5/1/2025	Complete wiring and close up all boxes and conduits. Plug any open holes in boxes, cap/plug open conduits. (26 0533.06 2.03 B. & 3.04 A.)	Digester					
26	5/1/2025	Seal around all conduit penetrations. (26 0533.13 3.02 I.)	Digester					
27	5/1/2025	Bushing missing on conduits. (26 0533.13 3.02 H, 6.)	Digester					NE corner one needs attention.
28	5/1/2025	Anchor air terminals.	Digester					
29	5/1/2025	Blower cabinet high temp switch not connected, jumpered in blower control panel. Circuits are provided on plans for this sensor. Coordinate with blower manufacturer for connection to switch inside blower cabinets.	Digester					
30	5/1/2025	Two gas seals at SW corner of digester are not poured and are missing covers.	Digester					
31	5/1/2025	Light pole at blowers missing bolt covers and is on during the daytime. Soil adjacent to pole has settled creating a low spot. Correct as necessary.	Digester					
32	5/1/2025	Provide plug for conduit opening on Blower AB-5532.	Digester					
33	5/1/2025	Clean light fixture lenses.	Solids Processing					



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**Punchlist - Electrical / I&C**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
34	8/6/2025	Connect ground wire to ground bar in electrical room	Solids Processing					
35	5/1/2025	Control Panels - Provide physical or mechanical separation of IS wiring and Non-IS wiring and devices. UPS is infringing in IS barrier space in CP-5500. (NEC 504.30)	Solids Processing					
36	5/1/2025	Magnetic Flow meters in lower level missing specified ground rings. (46 7211 2.15 B.)	Solids Processing					
37	5/1/2025	Condensate lines from AC-5591 unit run over top of Future MCC. (NEC 110.28 E. 1. A.) Control panel of HVAC unit does not have the minimum 48" clearance to the Future MCC. (NEC Table 110.26 (A) (1))	Solids Processing					RFI 099
38	5/1/2025	Gas detection in screen room. Install calibration tubing per spec when sensors are installed.	Solids Processing					
39	5/1/2025	Room 5503 has an exit sign instead of the specified Type XLE3 emergency light.	Solids Processing					
40	5/1/2025	Local control panel on Lower Level - Selector switch tag for Sludge Pump 2 incorrectly states Sludge Pump 1.	Solids Processing					
41	5/1/2025	Junction box on ceiling of Electrical Room is corroded and appears to have had water infiltration. Seal conduits as required and replace junction box.	Solids Processing					
42	5/1/2025	Level transmitters not mounted on bracket per 5/P.601. Conduits are insufficient support and not mounted far enough from tank wall for instrument cone angle.	Biosolids storage					
43	5/1/2025	Extend camera conduit around up to hand rail level.	Biosolids storage					
44	5/1/2025	Complete electrical labeling and identification per specs. (26 0553)	Biosolids Loadout					
45	5/1/2025	Clean electrical panels inside and out of dirt and debris. (26 0533.06 2.03 B. & 3.04 A.)	Biosolids Loadout					
46	5/1/2025	Lower Level - Seal-offs missing on both EUH's on conduit going to thermostat. (NEC 501.15 B. 1 & 2)	Biosolids Loadout					
47	5/1/2025	Control Panels - Provide physical or mechanical separation of IS wiring and Non-IS wiring and devices. Other devices are infringing on IS barrier space in CP-5700. (NEC 504.30)	Biosolids Loadout					
48	5/1/2025	Attach float switch to channel wall. (25 9110) Coordinate mounting elevation with resident observer.	Headworks					

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**Punchlist - Electrical / I&C**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
49	5/1/2025	Junction boxes for float and level transmitters not listed for Class I Div. 1 Installation. (NEC 501.10 A, 3.)	Headworks					
50	5/1/2025	Complete Installation of Gas Detection Instruments and install tubing from sensors. Test ventilation and alarm.	Headworks					
51	5/1/2025	CU-2173 disconnect does not have sufficient working clearance. (NEC Table 110.26 (A) (1))	Headworks					
52	5/1/2025	Screen control panels are labeled 21 and 22. Panels should be tagged MCP-2112 and MCP 2122.	Headworks					
53	5/1/2025	Plastic plugs are present on both Wash Press local control panels. Replace with metal plugs.	Headworks					
54	5/1/2025	Screen Room west door - Gas seal is not poured and plug is missing.	Headworks					
55	5/1/2025	Submersible Mixer Receptacles shall disconnect all power and control wires for mixer per specification. (26 2726 2.06 E.) Or use 2 receptacles as proposed in submittal. (26-2726-01B)	Oxidation Ditch					
56	5/1/2025	Conduit expansion fitting - label states they are for IMC conduit. Confirm this is the right project for rigid conduit. Confirm units have internal bonding jumper or install external bonding jumper as required by manufacturer. Where expansion fitting are installed within 18" of the top of the wall, they are in the Class I Div. 2 hazardous space and are not rated for this application.	Oxidation Ditch					
57	5/1/2025	Camera pole missing bolt covers. Where cameras are indicated to be mounted on poles, poles shall have a grommetted opening, per spec.	Oxidation Ditch					
58	5/1/2025	NE side of upper deck - Conduit has come loose off of channel strut supports, and is hanging loose. Receptacle box is loose and spins. Secure as required.	Oxidation Ditch					
59	5/1/2025		Oxidation Ditch					
60	5/1/2025		Clarifier No. 1					
61	5/1/2025	Ground wire not connected to receptacle cover.	Clarifier No. 2					

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**Punchlist - Electrical / I&C**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
		Scum Pit and Splitter structure is a Class I, Div. 2 Area per 2/E.380. Conduit for scum pit level transmitter with no seal-off and poured into sidewalk - sidewalk will move with settlement and frost. (NEC 501.15 B. 2., 26 0533.13 3.02 N.) Level transmitter (LT-3811) was specified to be mounted with manufacturer's wall mount bracket, which was submitted with instrumentation, for ease of adjustment and maintenance. (25 9110) CU-3588 disconnect does not have sufficient working clearance. (NEC Table 110.26 (A) (1)) No Go light lens missing at top of stair. Label Go/No Go lights.	Scum Pit/Clarifier Flow Splitter Building					
62	5/1/2025		Secondary Treatment Building					
63	5/1/2025		Secondary Treatment Building					
64	5/1/2025	Control Panels - Provide physical or mechanical separation of IS wiring and Non-IS wiring and devices. Other devices are infringing on IS barrier space in CP-3500. (NEC 504.30)	Secondary Treatment Building					
65	5/1/2025	Add opening in surface for Lab data jack, receptacle, and receptacle with USB charging mounted below desk area.	Secondary Treatment Building					
66	5/1/2025	Complete rough in of access control on doors and install enclosure for access control in storage rm 3508. (E 351)	Secondary Treatment Building					
67	5/1/2025	Storage Room 3508 - Label water heater disconnect and furnace F-3585 disconnect.	Secondary Treatment Building					
68	5/1/2025	Label data jacks in lab and office.	Secondary Treatment Building					
69	5/1/2025	UPS in control panel is pinching wires and cables. Provide stand for UPS so it isn't sitting on conduits in the bottom of the panel.	Secondary Treatment Building					
70	5/1/2025		Secondary Treatment Building					
		LCP-3500 has been flooded. Switch contacts and terminals are corroded. Terminals blocks are corroded. Corroded devices need to be replaced. Install breaker blanks in Panel L358 to cover open spaces.	Secondary Treatment Building					
71	5/1/2025		Secondary Treatment Building					
72	5/1/2025		Secondary Treatment Building					
		Lightning protection conduit in Electrical Room has been dripping water. Seal conduit as required.	Secondary Treatment Building					
73	5/1/2025		Secondary Treatment Building					
74	5/1/2025	Wall light above mirror in Restroom is missing end caps.	Secondary Treatment Building					
75	5/1/2025	Label Building Disconnect on front of building.	Chemical Storage					

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**Punchlist - Electrical / I&C**

Number	Date Listed	Description	Location	Responsibility	Date Complete by Contractor	Date CM Concurred	Inspector Initials	Comments / Status
76	5/1/2025	Level transmitters not mounted on bracket per S/P 601. Transmitters only need to be mounted far enough from tank wall for instrument cone angle to reach bottom.	Chemical Storage					
77	5/1/2025	Conduit and conductors broken in NW corner of building for lightning protection system.	Chemical Storage					
78	5/1/2025	Junction box cover for louver damper on west wall is missing.	Chemical Storage					
79	5/1/2025	Fire alarm detection devices still have protective covers. Remove after final cleaning and activate/test.	Chemical Storage					
80	5/1/2025	EF-3641 starter is missing identification label.	Chemical Storage					
81	5/1/2025	Control Panels - Provide physical or mechanical separation of IS wiring and Non-IS wiring and devices. Other devices are infringing on IS barrier space in CP-4200. (NEC 504.30) Cable from return pump station level transmitter in combined with other conductors.	UV Building					
82	5/1/2025	Install detector at Fire Alarm panel and activate system.	UV Building					
83	5/1/2025	Replace the grounding conductors to the UV banks so they are the same length as the other cables and bundle with other cables for bank removal.	UV Building					
84	5/1/2025	Add opening in floor trench for between trench and north UV bank. Route north UV bank cables through new opening.	UV Building					
85	5/1/2025	Floors LSL-4203 and LSL-4204 shall be pipe mounted per Key Note 8 on E-422. Modify grating so it can be removed without interrupting conduits or pipe mounts.	UV Building					
86	5/1/2025	Level transmitter is installed in Class I Div.1 space and is connected to an IS barrier in CP-4200. Conduit from level transmitter is combined with circuits from gate actuator that are not IS. (NEC 504.30)	Return Pump Station					
87	5/1/2025	Lower Level - Seal-offs missing on EUH Thermosist conduit. (NEC 501.15 B. 1 & 2)	Return Pump Station					
88	5/1/2025	Coil and support pump cords in a neat workman like fashion.	Return Pump Station					
89	5/1/2025	Submersible Pump Receptacles shall disconnect all power and control wires for mixer per specification. (26 2726 2.06 E.) Or use 2 receptacles as proposed in submittal. (26-2726-0715)	Return Pump Station					



▶ 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
▶ [HRGREEN.COM](http://HRGREEN.COM)

August 6, 2025

Mr. Jordan Cook  
City Administrator  
City of Nevada  
1209 6th Street  
Nevada, IA 50201

Re: Nevada WWTF Improvements – Phase 3: Recommendation on Contractor's Application for Payment No. 39

Dear Jordan:

Attached is an electronic copy of Payment Application No. 39 from Boomerang Corp. for the Nevada WWTF Improvements – Phase 3 project.

- **Division 01 General Requirements:** No work completed this period;
- **Division 02 Existing Conditions:** No work completed this period;
- **Division 03 Concrete:** No work completed this period;
- **Division 04 Unit Masonry:** No work completed this period;
- **Division 05 Metals:** No work completed this period;
- **Division 06 Rough Carpentry:** No work completed this period;
- **Division 07 Thermal & Moisture:** No work completed this period;
- **Division 08 Doors and Hardware:** FRP Doors and Frames Labor;
- **Division 09 Finishes:** No work completed this period;
- **Division 10 Specialties:** No work completed this period;
- **Divisions 22, 23, 35 Plumbing/HVAC/Gates:** No work completed this period;
- **Divisions 25, 27 Integrated Automation, Comm.:** Jetco Submittals;
- **Division 26 Electrical:** No work completed this period;
- **Division 28 Electronic Safety and Security:** No work completed this period;
- **Division 31 Earthwork:** No work completed this period;
- **Division 32 Exterior Improvements:** No work completed this period;
- **Division 33 Utilities:** No work completed this period;
- **Division 41 Materials Processing:** Monorail Hoist Labor and Materials;
- **Division 43 Process Gas, Purification:** Cornell Pumps Materials;
- **Division 46 Water and Wastewater Equipment:** Vulcan Bar Screens Materials;

The revised total for Work Completed this Period for Pay Application No. 39 is \$9,272.00. See attached payment application markups for an explanation of revisions.

As of this Pay Application, Boomerang Corp. has previously been paid 82.3% of the total contract value and is now requesting payment that would reflect a cumulative payment of approximately 96% of the total contract value. As of this Pay Application, 206.6% of the current contract time has been used. Boomerang Corp. substantially completed the work 697 calendar days behind schedule based on the current contract Substantial Completion date. HRG would also like to note that the project is estimated to be finally complete by the end of August or early September based on information as furnished by Boomerang for the remaining work to complete.



We have verified that all received certified payroll records for the corresponding pay application period are conforming. We are awaiting some certified payrolls for the corresponding pay application and have requested these by the next pay period.

As you are aware, there has been a significant delay in the Contractor's progress of Work with regard to meeting the requirements of Substantial Completion. Attached is a letter dated August 5, 2025, from HR Green to Boomerang Corporation which identifies the potential assessment of liquidated damages corresponding to Boomerang's the 697-calendar day delay in achieving Substantial Completion on the project. Due to this delay, we recommend withholding the combined value of retainage on work completed & stored materials to date and potential liquidated damages from future payment applications including Payment Application No. 39. As of Boomerang's submittal of Payment Application No. 39, this combined value is currently \$1,419,109.42. The remaining Contract "Balance to Finish, Including Retainage" amount is \$1,244,117.27 due to Boomerang based on the approved payment from Payment Application No. 38. Currently, the amount remaining is less than the combined value recommended to withhold from payment.

Additionally, HR Green and the City were notified on July 24, 2025, of claims against Boomerang by multiple subcontractors on the project in a total amount exceeding the retainage withheld on the work complete & stored materials to date.

**Therefore, we recommend a maximum payment to Boomerang for Payment Application No. 39 of \$0.00.** See attached calculation summary sheet for this recommended payment amount. Additional payments to Boomerang may be recommended if the combined value of recommended withholding is reduced due to reduction of potential liquidated damages.

If you have any questions regarding this payment application, please feel free to contact me at (515) 657-5304.

Sincerely,  
HR GREEN, INC.

A handwritten signature in blue ink, appearing to read 'Michael Roth'.

**Michael Roth, P.E.**  
Project Manager

Cc : Kerin Wright & Devin Cornish - City (via email)  
Keith Brockhohn, Marianne Wainwright, Bryce Ricklefs - Boomerang Corp. (via email)





► 5525 Merle Hay Road | Suite 200  
Johnston, IA 50131  
Main 515.278.2913 + Fax 713.965.0044  
► [HRGREEN.COM](http://HRGREEN.COM)

August 5, 2025

(VIA EMAIL)

Marianne Wainwright  
Boomerang Corp  
13225 Circle Drive, Suite A  
Anamosa, IA 52205

**Re: Nevada WWTF Improvements - Phase 3  
Withholding Payment for Liquidated Damages**

Dear Marianne,

This letter provides updated notification to Boomerang Corp and its surety that HR Green is recommending to the City of Nevada that the City withhold payment to Boomerang Corp for potential liquidated damages related to achieving Substantial Completion for the project as identified herein and in accordance with Article 3 of Section 00520 – Agreement, and Articles 15.01.C.5, 15.01.E.1.e, and 15.01.E.1.j of the General Conditions. This withholding amount will be in addition to the amount of retainage as stipulated in Article 5 of Section 00520 – Agreement.

The contractual Substantial Completion date is June 9, 2023. On July 28, 2025, the City of Nevada awarded Substantial Completion for the project as of May 6, 2025.

Therefore, based on these dates the corresponding potential liquidated damages related to achieving Substantial Completion is as follows:

- Substantial Completion: 697 calendar days @ \$1,500/calendar day = \$1,045,500.00

Withholding payment is anticipated to occur once the sum of:

1. Requested payment,
2. Retainage on work completed & stored materials to date, and
3. Potential liquidated damages;

exceeds the previous month's Contract "Balance to Finish, Including Retainage" value.

As of the date of this letter, the sum of the "Retainage on work completed & stored materials to date" and "Potential liquidated damages" values exceeds the "Balance to Finish, Including Retainage" value. Therefore, HR Green will not recommend current or future partial payment amounts unless the potential liquidated damages amount significantly decreases.

Note the actual amount of final liquidated damages will be determined upon any approved time extensions and the final completion date.

Sincerely,

**HR GREEN, INC.**

**Michael Roth, P.E.**  
Project Manager

cc: Keith Brockhohn, Boomerang (via email)  
Bryce Ricklefs, Boomerang (via email)  
Jordan Cook, City (via email)

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# Nevada WWTF Improvements - Phase 3

Pay App # 39

## Recommended Payment Amount Calculation Summary

Line	Item	Amount
1	Requested "Amount Due" in this Payment Application	\$ 19,543.46
2	Retainage on work completed & stored materials to date	\$ 354,065.96
3	Potential liquidated damages	\$ 1,045,500.00
4	Total	\$ 1,419,109.42
5	Balance to Finish, Including Retainage from previous approved payment application	\$ 1,244,117.27
6	Current Payment Application reduction (Line 5 - Line 4)	\$ (174,992.15)
7	Recommended payment amount for this Payment Application (Line 1 + Line 6)	\$ -

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER: City of Nevada PROJECT: Nevada Wastewater Improvements APPLICATION NO: 39  
PERIOD TO: 7.31.25  
PROJECT NOS:

CONTRACT DATE:

FROM CONTRACTOR: Boomerang Corp  
PO Box 227 13225 Circle Dr. Suite A  
Anamosa, Iowa 52205

VIA ENGINEER:

HR Green  
Michael Roth

CONTRACTOR'S APPLICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.  
Continuation Sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM ..... \$ 7,077,000.00  
2. Net change by Change Orders ..... \$ (50,180.84)  
3. CONTRACT SUM TO DATE (Line 1 + 2) ..... \$ 7,026,819.16  
4. TOTAL COMPLETED & STORED TO DATE ..... \$ ~~7,084,349.46~~  
7,070,507.09

5. RETAINAGE:

a. 5% of Work Completed (Not including water main)  
(Columns D + E on Continuation Sheet) ..... \$ ~~354,005.96~~  
353,525.35

b. 5% of Stored Material  
(Column F on Continuation Sheet) ..... \$ -  
Total Retainage (Line 5a + 5b)  
(Total in Column I on Continuation Sheet) ..... \$ ~~354,005.96~~  
353,525.35

6. TOTAL EARNED LESS RETAINAGE  
(Line 4 less Line 5 Total) ..... \$ ~~6,727,253.20~~  
6,716,981.74

7. LESS PREVIOUS CERTIFICATES FOR PAYMENT ..... \$ 6,707,709.74  
(Line 6 from prior Certificate)

8. CURRENT PAYMENT DUE ..... \$ ~~19,543.46~~  
9,272.00

9. BALANCE TO FINISH, INCLUDING RETAINAGE ..... \$ ~~286,565.06~~  
309,837.42  
(Line 3 less Line 6)

Edits by Michael Roth, P.E.  
See edits on page 5.

CONTRACTOR:

By:

Date:

ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED ..... \$ 0.00

(Attached explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that are changed to conform to the amount certified)

ENGINEER:

By:

Date:

OWNER'S APPROVAL:

By:

Date:

# CONTINUATION SHEET

APPLICATION NO: 39  
 PERIOD TO: 7.31.25  
 ENGINEER'S PROJECT NO:

APPLICATION AND CERTIFICATE FOR PAYMENT,  
 containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

A Item No.	B Description of Work	C Scheduled Value		D From Previous Application (D + E)		E Work Completed This Period		F Materials Presently Stored (not in D or E)		G Total Completed & Stored to Date (D + E + F)		H Balance to Finish (G - H)		I Retainage (7% Variable Rate)
1	Division 01 General Requirements Bonds / Permits / Insurance Administration/Project Management Mobilization Toilets/Dumpsters /Etc. SNPPP/Erosion Control Survey Bypass Pumping	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00					\$ 95,000.00 \$ 50,000.00 \$ 78,000.00 \$ 8,000.00 \$ 5,000.00 \$ 10,000.00 \$ 30,000.00	100% 100% 100% 100% 100% 100% 100%	\$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 4,750.00 \$ 2,500.00 \$ 3,900.00 \$ 400.00 \$ 250.00 \$ 600.00 \$ 1,500.00	\$ \$ \$ \$ \$ \$ \$
2	Division 02 Existing Conditions Pavement/Gravel Removal Manhole/pipe removal Pipe Abandonment	\$ 6,000.00 \$ 5,000.00 \$ 5,000.00	\$ 6,000.00 \$ 5,000.00 \$ 5,000.00	\$ 6,000.00 \$ 5,000.00 \$ 5,000.00	\$ 6,000.00 \$ 5,000.00 \$ 5,000.00					\$ 6,000.00 \$ 5,000.00 \$ 5,000.00	100% 100% 100%	\$ - \$ - \$ -	\$ 300.00 \$ 250.00 \$ 250.00	\$ \$ \$ \$
3	Division 3 Concrete Lift Station Reinforcing Materials Lift Station Reinforcing Labor Lift Station Concrete Materials Lift Station Concrete Labor Bypass Structure Reinforcing Materials Bypass Structure Reinforcing Labor Bypass Structure Concrete Materials Bypass Concrete Labor Generator Pad/Bollards/Miscellaneous Hollow Core Roof Planks/ Precast Stairs Labor and Materials Hollow Core Planks/ Stairs Submittal Drawings	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00					\$ 320,486.00 \$ 475,000.00 \$ 235,000.00 \$ 687,000.00 \$ 6,500.00 \$ 9,500.00 \$ 6,500.00 \$ 20,000.00 \$ 20,000.00 \$ 105,000.00 \$ 10,000.00	100% 100% 100% 100% 100% 100% 100% 100% 100% 100% 100%	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 16,024.30 \$ 23,750.00 \$ 11,750.00 \$ 34,350.00 \$ 325.00 \$ 475.00 \$ 325.00 \$ 1,000.00 \$ 1,000.00 \$ 5,250.00 \$ 500.00	\$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$
4	Division 4 Unit Masonry Submittals CMU Labor and Materials Brick Labor and Materials	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	\$ 1,500.00 \$ 125,000.00 \$ 95,000.00					\$ 1,500.00 \$ 125,000.00 \$ 95,000.00	100% 100% 100%	\$ - \$ - \$ -	\$ 75.00 \$ 6,250.00 \$ 4,750.00	\$ \$ \$ \$ \$ \$
5	Division 5 Metals Submittals Embeds/ Unlets Labor and Materials Ladder/Grating/Stairs and Handrail Materials Ladder/Grating/Stairs and Handrail Labor	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00					\$ 2,000.00 \$ 45,000.00 \$ 95,000.00 \$ 15,000.00	100% 100% 100% 100%	\$ - \$ - \$ - \$ -	\$ 100.00 \$ 2,250.00 \$ 4,750.00 \$ 750.00	\$ \$ \$ \$ \$ \$
6	Division 6 Rough Carpentry Roof Nailer Labor and Material Masonry Blocks at openings Labor and Materials Mounting Boards, Miscellaneous Nailers Labor and Materials	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	\$ 9,000.00 \$ 6,500.00 \$ 2,500.00					\$ 9,000.00 \$ 6,500.00 \$ 2,500.00	100% 100% 100%	\$ - \$ - \$ -	\$ 450.00 \$ 325.00 \$ 125.00	\$ \$ \$ \$
7	Division 7 Thermal and Moisture Bentrite Waterproofing Materials Bentrite Waterproofing Labor Cavity Wall Insulation at Masonry Labor and Materials Perimeter Foundation Wall Insulation Labor and Materials	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00					\$ 25,000.00 \$ 32,500.00 \$ 30,000.00 \$ 25,000.00	100% 100% 100% 100%	\$ - \$ - \$ - \$ -	\$ 1,250.00 \$ 1,625.00 \$ 1,500.00 \$ 1,250.00	\$ \$ \$ \$ \$ \$

APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts were variable retainage for the items may apply.

PERIOD TO:  
ENGINEER'S PROJECT NO.:  
7.31.25

A Item No.	B Description of Work	C Scheduled Value		D Work Completed		E This Period	F Materials Presently Stored (net in D or E)	G Total Completed & Stored to Date (D + E + F)		H Balance to Finish (G - G)	I Retainage (n/Variable Rate)
				From Previous Application (D + E)					% (G/C)		
8	Caulking and Sealants Labor and Materials	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		-	\$ -	\$ 10,000.00	100%	\$ -	\$ 500.00
	Weather Barrier At Masonry Materials	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00		-	\$ -	\$ 4,500.00	100%	\$ -	\$ 225.00
	Weather Barrier at Masonry Labor	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00		-	\$ -	\$ 7,500.00	100%	\$ -	\$ 375.00
	TPO Roofing Submittals	\$ 4,500.00	\$ 4,500.00	\$ 4,500.00		-	\$ -	\$ 4,500.00	100%	\$ -	\$ 225.00
	TPO Roofing Materials	\$ 55,000.00	\$ 55,000.00	\$ 55,000.00		-	\$ -	\$ 55,000.00	100%	\$ -	\$ 2,750.00
	TPO Roofing Labor	\$ 9,000.00	\$ 9,000.00	\$ 9,000.00		-	\$ -	\$ 9,000.00	100%	\$ -	\$ 450.00
	Sheet Metal Flashings and Trim Labor and Materials	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00		-	\$ -	\$ 6,000.00	100%	\$ -	\$ 300.00
	Roofing Accessories Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		-	\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
	Firestopping/Miscellaneous Insulation Labor and Materials	\$ 1,500.00	\$ 1,500.00	\$ 1,500.00		-	\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
	Division 8 Doors and Hardware	\$ 6,000.00	\$ 6,000.00	\$ 6,000.00		-	\$ -	\$ 6,000.00	100%	\$ -	\$ 250.00
9	ALL door and Hardware Submittals	\$ 20,000.00	\$ 20,000.00	\$ 20,000.00		-	\$ -	\$ 20,000.00	100%	\$ -	\$ 1,000.00
	Aluminum Doors Frames Materials	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00		-	\$ -	\$ 13,500.00	100%	\$ -	\$ 675.00
	Aluminum Doors Frames Labor	\$ 10,000.00	\$ 10,000.00	\$ 10,000.00		-	\$ -	\$ 10,000.00	100%	\$ -	\$ 500.00
	Hardware Materials	\$ 12,500.00	\$ 12,500.00	\$ 12,500.00		-	\$ -	\$ 12,500.00	100%	\$ -	\$ 625.00
	FRP Doors and Frames Materials	\$ 7,000.00	\$ 7,000.00	\$ 7,000.00		-	\$ -	\$ 7,000.00	100%	\$ -	\$ 400.00
	FRP Doors and Frames Labor	\$ 8,000.00	\$ 8,000.00	\$ 8,000.00		-	\$ -	\$ 8,000.00	100%	\$ -	\$ 400.00
	Floor Hatches Labor and Materials	\$ 11,000.00	\$ 11,000.00	\$ 11,000.00		-	\$ -	\$ 11,000.00	100%	\$ -	\$ 550.00
	Overhead Colling Doors Materials	\$ 3,000.00	\$ 3,000.00	\$ 3,000.00		-	\$ -	\$ 3,000.00	100%	\$ -	\$ 150.00
	Overhead Colling Doors Labor/ Shipping	\$ 15,000.00	\$ 15,000.00	\$ 15,000.00		-	\$ -	\$ 15,000.00	100%	\$ -	\$ 750.00
	Translucent Roof Assemblies Materials	\$ 7,500.00	\$ 7,500.00	\$ 7,500.00		-	\$ -	\$ 7,500.00	100%	\$ -	\$ 375.00
10	Division 9 Finishes	\$ 43,000.00	\$ 43,000.00	\$ 43,000.00		-	\$ -	\$ 43,000.00	100%	\$ -	\$ 2,150.00
	Painting Labor and Materials	\$ 130,000.00	\$ 130,000.00	\$ 130,000.00		-	\$ -	\$ 130,000.00	100%	\$ -	\$ 6,500.00
	Corrosion Protective Liner Materials	\$ 265,000.00	\$ 265,000.00	\$ 265,000.00		-	\$ -	\$ 265,000.00	100%	\$ -	\$ 13,250.00
22	Division 10 Specialties	\$ 900.00	\$ 900.00	\$ 900.00		-	\$ -	\$ 900.00	100%	\$ -	\$ 45.00
	Storage Labor and Materials	\$ 800.00	\$ 800.00	\$ 800.00		-	\$ -	\$ 800.00	100%	\$ -	\$ 40.00
	Fire Extinguishers Labor and Materials	\$ 800.00	\$ 800.00	\$ 800.00		-	\$ -	\$ 800.00	100%	\$ -	\$ 40.00
25	Division 22, 23, 35 Plumbing/HVAC/Gases	\$ 32,000.00	\$ 32,000.00	\$ 32,000.00		-	\$ -	\$ 32,000.00	100%	\$ -	\$ 1,600.00
	Hydro pneumatic Surges Tanks Materials Down Payment	\$ 288,000.00	\$ 288,000.00	\$ 288,000.00		-	\$ -	\$ 288,000.00	100%	\$ -	\$ 14,400.00
	Hydro pneumatic Surges Tanks Materials - Balance	\$ 13,500.00	\$ 13,500.00	\$ 13,500.00		-	\$ -	\$ 13,500.00	100%	\$ -	\$ 675.00
	Hydro pneumatic Surges Tank Labor	\$ 243,000.00	\$ 243,000.00	\$ 243,000.00		-	\$ -	\$ 243,000.00	100%	\$ -	\$ 12,150.00
	Process Valves/ Gases Materials	\$ 25,500.00	\$ 25,500.00	\$ 25,500.00		-	\$ -	\$ 25,500.00	100%	\$ -	\$ 1,275.00
	Process Valves/ Gases Labor	\$ 260,934.00	\$ 260,934.00	\$ 260,934.00		-	\$ -	\$ 260,934.00	100%	\$ -	\$ 13,046.70
	Plumbing/ HVAC Materials	\$ 25,066.00	\$ 25,066.00	\$ 25,066.00		-	\$ -	\$ 25,066.00	100%	\$ -	\$ 1,253.30
	Plumbing HVAC Labor	\$ 197,000.00	\$ 197,000.00	\$ 197,000.00		-	\$ -	\$ 197,000.00	100%	\$ -	\$ 9,850.00
	Process Piping Balance Materials	\$ 18,350.00	\$ 18,350.00	\$ 18,350.00		-	\$ -	\$ 18,350.00	100%	\$ -	\$ 917.50
	Process Piping Labor	\$ 108,650.00	\$ 108,650.00	\$ 108,650.00		-	\$ -	\$ 108,650.00	100%	\$ -	\$ 5,432.50
25	Division 25, 27 Integrated Automation, Comm.	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		-	\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00
	Jetco Submittals	\$ 320,000.00	\$ 320,000.00	\$ 320,000.00		-	\$ -	\$ 320,000.00	100%	\$ -	\$ 16,000.00
	Jetco Production Labor and Materials	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00		-	\$ -	\$ 80,000.00	100%	\$ -	\$ 4,000.00
	Final Checks Start up	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		-	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
	Training/ Start Ups	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		-	\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00
	Submittals	\$ 30,000.00	\$ 30,000.00	\$ 30,000.00		-	\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
	Jetco Submittals	\$ 320,000.00	\$ 320,000.00	\$ 320,000.00		-	\$ -	\$ 320,000.00	100%	\$ -	\$ 16,000.00
	Jetco Production Labor and Materials	\$ 80,000.00	\$ 80,000.00	\$ 80,000.00		-	\$ -	\$ 80,000.00	100%	\$ -	\$ 4,000.00
	Final Checks Start up	\$ 1,000.00	\$ 1,000.00	\$ 1,000.00		-	\$ -	\$ 1,000.00	100%	\$ -	\$ 50.00
	Training/ Start Ups	\$ 5,000.00	\$ 5,000.00	\$ 5,000.00		-	\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00

APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

7.31.26

PERIOD TO:  
ENGINEER'S PROJECT NO.:

A Item No.	B Description of Work	C Scheduled Value		D From Previous Application (D + E)		E Work Completed This Period		F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)		H Balance to Finish (C - G)	I Retainage (if Variable Retain)
26	Division 26 Electrical											
	Demo	\$ 1,700.00		\$ 1,700.00		\$ -		\$ -	\$ 1,700.00	100%	\$ -	\$ 85.00
	Underground Labor	\$ 40,000.00		\$ 40,000.00		\$ -		\$ -	\$ 40,000.00	100%	\$ -	\$ 2,000.00
	Underground Materials	\$ 41,000.00		\$ 41,000.00		\$ -		\$ -	\$ 41,000.00	100%	\$ -	\$ 2,050.00
	Branch Conduit Labor	\$ 50,000.00		\$ 50,000.00		\$ -		\$ -	\$ 50,000.00	100%	\$ -	\$ 2,500.00
	Branch Conduit Materials	\$ 30,000.00		\$ 30,000.00		\$ -		\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
	Feeder Conduit Labor	\$ 28,000.00		\$ 28,000.00		\$ -		\$ -	\$ 28,000.00	100%	\$ -	\$ 1,400.00
	Feeder Conduit Materials	\$ 35,000.00		\$ 35,000.00		\$ -		\$ -	\$ 35,000.00	100%	\$ -	\$ 1,750.00
	Branch Wire Labor	\$ 13,000.00		\$ 13,000.00		\$ -		\$ -	\$ 13,000.00	100%	\$ -	\$ 650.00
	Branch Wire Materials	\$ 13,000.00		\$ 13,000.00		\$ -		\$ -	\$ 13,000.00	100%	\$ -	\$ 650.00
	Feeder Wire Labor	\$ 16,000.00		\$ 16,000.00		\$ -		\$ -	\$ 16,000.00	100%	\$ -	\$ 800.00
	Feeder Wire Materials	\$ 42,000.00		\$ 42,000.00		\$ -		\$ -	\$ 42,000.00	100%	\$ -	\$ 2,100.00
	Electrical Gear Labor	\$ 11,000.00		\$ 11,000.00		\$ -		\$ -	\$ 11,000.00	100%	\$ -	\$ 550.00
	Electrical Gear Materials	\$ 33,000.00		\$ 33,000.00		\$ -		\$ -	\$ 33,000.00	100%	\$ -	\$ 1,675.00
	Lighting Protection Labor and Materials	\$ 8,500.00		\$ 8,500.00		\$ -		\$ -	\$ 8,500.00	100%	\$ -	\$ 425.00
	Lighting Labor	\$ 11,000.00		\$ 11,000.00		\$ -		\$ -	\$ 11,000.00	100%	\$ -	\$ 550.00
	Lighting Materials	\$ 33,000.00		\$ 33,000.00		\$ -		\$ -	\$ 33,000.00	100%	\$ -	\$ 1,650.00
	Devices Labor	\$ 4,000.00		\$ 4,000.00		\$ -		\$ -	\$ 4,000.00	100%	\$ -	\$ 200.00
	Devices Materials	\$ 17,000.00		\$ 17,000.00		\$ -		\$ -	\$ 17,000.00	100%	\$ -	\$ 850.00
	Generator Labor	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -	\$ 6,000.00	100%	\$ -	\$ 300.00
	Controls Labor	\$ 25,000.00		\$ 25,000.00		\$ -		\$ -	\$ 25,000.00	100%	\$ -	\$ 1,250.00
	Submittals/CAD Design	\$ 36,000.00		\$ 36,000.00		\$ -		\$ -	\$ 36,000.00	100%	\$ -	\$ 1,800.00
	Cummins Generator/Transfer Switch Materials	\$ 137,600.00		\$ 137,600.00		\$ -		\$ -	\$ 137,600.00	100%	\$ -	\$ 6,880.00
28	Electronic Safety and Security											
	Security Cameras Down Payment	\$ 5,595.46		\$ 5,595.46		\$ -		\$ -	\$ 5,595.46	100%	\$ -	\$ 279.77
	Security Camera Labor and Materials Balance	\$ 5,035.01		\$ 5,035.01		\$ -		\$ -	\$ 5,035.01	100%	\$ -	\$ 251.75
31	Division 31 Earthwork											
	Lay down /storage areas	\$ 25,000.00		\$ 25,000.00		\$ -		\$ -	\$ 25,000.00	100%	\$ -	\$ 1,250.00
	Strip/ Respread topsoil	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -	\$ 6,000.00	100%	\$ -	\$ 300.00
	Mass Excavation	\$ 86,000.00		\$ 86,000.00		\$ -		\$ -	\$ 86,000.00	100%	\$ -	\$ 4,250.00
	Dewatering	\$ 50,000.00		\$ 50,000.00		\$ -		\$ -	\$ 50,000.00	100%	\$ -	\$ 2,500.00
	Backfill Structures	\$ 20,000.00		\$ 20,000.00		\$ -		\$ -	\$ 20,000.00	100%	\$ -	\$ 1,000.00
	Final Grade	\$ 5,000.00		\$ 5,000.00		\$ -		\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00
32	Division 32 Exterior Improvements											
	Aggregate Base Courses Labor and Materials	\$ 25,000.00		\$ 25,000.00		\$ -		\$ -	\$ 25,000.00	100%	\$ -	\$ 1,250.00
	Paving Labor and Materials	\$ 90,000.00		\$ 90,000.00		\$ -		\$ -	\$ 90,000.00	100%	\$ -	\$ 4,500.00
	Asphalt Patch	\$ 5,000.00		\$ 5,000.00		\$ -		\$ -	\$ 5,000.00	100%	\$ -	\$ 250.00
	Temporary Access Road	\$ 4,500.00		\$ 4,500.00		\$ -		\$ -	\$ 4,500.00	100%	\$ -	\$ 225.00
	Granular Surfacing	\$ 3,500.00		\$ 3,500.00		\$ -		\$ -	\$ 3,500.00	100%	\$ -	\$ 175.00
	Chain Link Fence and Gates	\$ 27,000.00		\$ 27,000.00		\$ -		\$ -	\$ 27,000.00	100%	\$ -	\$ 1,350.00
	Bollard Covers	\$ 1,500.00		\$ 1,500.00		\$ -		\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
	Seeding	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -	\$ 6,000.00	100%	\$ -	\$ 300.00
33	Division 33 Utilities											
	Disinfecting of Watermain	\$ 1,500.00		\$ 1,500.00		\$ -		\$ -	\$ 1,500.00	100%	\$ -	\$ 75.00
	Videotaping of Sanitary Sewer	\$ 500.00		\$ 500.00		\$ -		\$ -	\$ 500.00	100%	\$ -	\$ 25.00
	Precast Manholes Materials with Liner Materials	\$ 65,000.00		\$ 65,000.00		\$ -		\$ -	\$ 65,000.00	100%	\$ -	\$ 3,250.00
	Precast Manholes Labor	\$ 30,000.00		\$ 30,000.00		\$ -		\$ -	\$ 30,000.00	100%	\$ -	\$ 1,500.00
	Tapping Sleeve Labor and Materials	\$ 6,000.00		\$ 6,000.00		\$ -		\$ -	\$ 6,000.00	100%	\$ -	\$ 300.00

APPLICATION AND CERTIFICATE FOR PAYMENT,  
containing Contractor's signed Certification, is attached.

In tabulations below, amounts are stated to the nearest dollar.

Use Column I on Contracts where variable retainage for line items may apply.

PERIOD TO:  
7.31.25  
ENGINEER'S PROJECT NO.:

A Item No.	B Description of Work	C Scheduled Value		D From Previous Application (D + E)		E Work Completed This Period		F Materials Presently Stored (not in D or E)	G Total Completed & Stored to Date (D + E + F)	H Balance to Finish (C - G)	I Retainage (If Variable Rate)
	Watermain Materials	\$ 25,000.00		\$ 25,000.00					\$ 25,000.00	\$ -	\$ 1,250.00
	Watermain Labor	\$ 28,000.00		\$ 28,000.00					\$ 28,000.00	\$ -	\$ 1,400.00
	Hydrostatic Testing	\$ 800.00		\$ 800.00					\$ 800.00	\$ -	\$ 40.00
	Sanitary Piping Materials	\$ 50,000.00		\$ 50,000.00					\$ 50,000.00	\$ -	\$ 2,500.00
	Sanitary Piping Labor	\$ 25,000.00		\$ 25,000.00					\$ 25,000.00	\$ -	\$ 1,250.00
	Sanitary Sewer/Manhole Testing	\$ 1,200.00		\$ 1,200.00					\$ 1,200.00	\$ -	\$ 60.00
	Subdrain Labor and Materials	\$ 4,500.00		\$ 4,500.00					\$ 4,500.00	\$ -	\$ 225.00
	Storm sewer Materials	\$ 15,000.00		\$ 15,000.00					\$ 15,000.00	\$ -	\$ 750.00
	Storm sewer Labor	\$ 12,000.00		\$ 12,000.00					\$ 12,000.00	\$ -	\$ 600.00
41	Division 41 Materials Processing Monorail Beam Monorail Hoist Labor and Materials	\$ 7,000.00 \$ 9,000.00		\$ 7,000.00 \$ 9,000.00		\$ 510.00 <del>7,510.00</del>			\$ 7,000.00 \$ 9,000.00	\$ - \$ -	\$ 350.00 \$ 450.00
43	Division 43 Process Gas, Purification Cornell Pumps Materials Cornell Pumps Submittals Cornell Pumps Install Submersible Sump Pumps Materials Submersible Sump Pumps Labor	\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 10,000.00 \$ 2,500.00		\$ 283,250.00 \$ 5,000.00 \$ 7,000.00 \$ 9,500.00 \$ 2,500.00		\$ 6,750.00 \$ - \$ - \$ - \$ -			\$ 270,000.00 \$ 5,000.00 \$ 7,000.00 \$ 9,500.00 \$ 2,500.00	\$ - \$ - \$ - \$ 500.00 \$ -	\$ 13,500.00 \$ 250.00 \$ 350.00 \$ 475.00 \$ 125.00
48	Division 48 Water and Wastewater Equipment Vulcan Bar Screens Materials Vulcan Labor to Install	\$ 412,083.00 \$ 12,000.00		\$ 401,780.93 \$ 12,000.00		\$ 0.00 <del>10,362.97</del>			\$ 412,083.00 \$ 12,000.00	\$ - \$ -	\$ 20,604.15 \$ 600.00
	Change Orders Change Order #1.1 - HTM pumps Change Order #1.2 - Hatches Change Order #2	\$ (50,000.00) \$ (10,000.00) \$ 9,819.16		\$ - \$ - \$ 9,819.16		\$ - \$ - \$ -			\$ - \$ - \$ 9,819.16	\$ (50,000.00) \$ (10,000.00) \$ -	\$ - \$ - \$ 490.96
		\$7,026,819.16		\$7,060,747.09		\$20,572.07		\$0.00	\$7,081,319.16	\$-54,500.00	\$354,066.96

Edits by Michael Roth, P.E.  
Monorail Hoist Labor and Materials: Hoist Installed, electrical connection is not complete.  
Vulcan Bar Screens Materials: Final O&M manual not received



## RFP for CDBG Historian

The City of Nevada is requesting proposals from qualified historian services to assist with a project funded with Community Development Block Grant (CDBG) through the Iowa Economic Development Authority (IEDA).

The selected contractor will work with the City of Nevada, the City's CDBG Grant Administrator (Mid-Iowa Planning Alliance), and the City's Project Architect (Curtis Architecture) to ensure compliance with CDBG program requirements. The following outlines work specifications and the request for proposals:

**I. Scope of Work:** The scopes of services that the contractor must be prepared and qualified to provide are as follows:

- a. Prepare a Reconnaissance Survey
- b. Prepare Iowa Site Inventory Forms (ISIFs) for the participating buildings in the project area
  - Current photographs of all visible elevations, streetscapes, etc. will be integrated into the ISIF rather than a separate document.
- c. Conduct field surveys and research of buildings and other structures and resources within the project area
- d. Ensure work activities and work products are in compliance and to the satisfaction of the State Historic Preservation Office (SHPO), Iowa Economic Development Authority (IEDA), and Community Development Block Grant (CDBG)

**II. Statement of Qualifications.** Proposals to the City should include the minimum information:

- Description of experience with IEDA's CDBG program, especially the Downtown Façade Revitalization Grant
- Description of experience with Reconnaissance Surveys and ISIFs and of past Reconnaissance Surveys and ISIFs that were completed
- Description of capacity to complete all necessary activities, including resumes of all employees who will be or may be assigned to this project

**III. Proposed cost of services.** Proposals to the City should include the proposed cost to accomplish all scope of work for activities outlined above.

**IV. Timeline.** Work is expected to begin upon signing the contract. **Work must be completed within 30 calendar days of signed contract.** This solicitation does not constitute a commitment to award a contract or to proceed with the project. Any award is contingent upon completion of the environmental review process and receipt of environmental clearance from IEDA (or the City of Nevada).



**V. Evaluation criteria.** The City will evaluate and rank proposals received according to the following criteria:

	<u>Maximum</u>
Experience with the state's CDBG program:	30 points
Previous work performance:	30 points
Capacity to complete scope of work:	20 points
Proposed cost:	<u>20 points</u>
<b>Total:</b>	100 points

**VI. Deadline for submission.** Proposals must be submitted no later than 5 PM on **September 1, 2025**. Proposals should be submitted to Kerin Wright, Nevada City Clerk. [kwright@cityofnevadaaiowa.org](mailto:kwright@cityofnevadaaiowa.org)

Questions regarding this request for proposals should be directed to Jordan Cook, Nevada City Administrator; 515-382-5466; [jcook@cityofnevadaaiowa.org](mailto:jcook@cityofnevadaaiowa.org).

### Section 3 Clause

#### *This clause to be included in all RFPs/ RFQs & publications*

A. The work to be performed under this contract is subject to the requirements of section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. 1701u (section 3). The purpose of section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD-assisted projects covered by section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.

B. The parties to this contract agree to comply with HUD's regulations in 24 CFR part 135, which implement section 3. As evidenced by their execution of this contract, the parties to this contract certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.

C. The contractor agrees to send to each labor organization or representative of workers with which the contractor has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the contractor's commitments under this section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

D. The contractor agrees to include this section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The contractor will not subcontract with any subcontractor where the contractor has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.

E. The contractor will certify that any vacant employment positions, including training positions, that are filled (1) after the contractor is selected but before the contract is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the contractor's obligations under 24 CFR part 135.

F. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this contract for default, and debarment or suspension from future HUD assisted contracts.

G. With respect to work performed in connection with section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. 450e) also applies to the work to be performed under this contract. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this contract that are subject to the provisions of section 3 and section 7(b) agree to comply with section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).

**ORDINANCE NO. 1069 (2025/2026)**

**AN ORDINANCE AMENDING CHAPTER 69 (PARKING REGULATIONS)  
OF THE CITY CODE BY ADDING LANGUAGE PERTAINING TO PARKING ZONES, ALL NIGHT PARKING,  
AND TRUCK AND BOAT PARKING**

**BE IT ENACTED** by the City Council of the City of Nevada, Iowa, as follows:

**SECTION 1. SECTION MODIFIED.** Chapter 69 (Parking Regulations), Section 69.08 (No Parking Zones), Section 69.10 (All Night Parking Prohibited), and Section 69.11 (Truck and Boat Parking Limited) is hereby amended by adding:

**69.08 – NO PARKING ZONES**

No one shall stop, stand or park a vehicle in any of the following specifically designated no parking zones except when necessary to avoid conflict with other traffic or in compliance with the direction of a peace officer or traffic control signal.

(Code of Iowa, Sec. 321.236 [1])

1. All of S-14 (County Road), from Lincoln Highway to the north City limit.
2. All of First (1st) Street from I Avenue to Lincoln Highway (except during fair time).
3. All of I Avenue from S-14 (County Road) to First (1st) Street, except on the north side of I Avenue from the west line of First (1st) Street, 195 feet west.
4. All of S-14 (County Road), from I Avenue to the south City limit.
5. All of Maple Street from S-14 (County Road) to the west line of Gaslite Third Addition.
6. The east side of West First (1st) Street from Lincoln Highway to M Avenue.
7. The west side of First (1st) Street from H Avenue to I Avenue.
8. The west side of Second (2nd) Street from Lincoln Highway to the south line of N Avenue.

(Ord. 953 – Jul. 10 Supp.)

9. All of Fifth (5th) Street from F Avenue to G Avenue.
10. All of Fifth (5th) Street from G Avenue to I Avenue.
11. The west side of Fifth (5th) Street from I Avenue to J Avenue (Sunday parking only).
12. The east side of Fifth (5th) Street from Lincoln Highway to N Avenue (funeral parking only).
13. All of Sixth (6th) Street from US Highway 30 to I Avenue.

(Ord. 939 – Jan. 09 Supp.)

14. The west side of Sixth (6th) Street from the Union Pacific Railroad right-of-way to R Avenue.
15. The east side of Seventh (7th) Street from E Avenue to J Avenue.
16. The west side of Seventh (7th) Street from Lincoln Highway to N Avenue.
17. The west side of Eighth (8th) Street from the West Indian Creek bridge to N Avenue.
- 17A. The east side of Eighth (8th) Street from the Union Pacific Railroad south tracks right-of-way to E Avenue.

(Ord. 939 – Jan. 09 Supp.)

18. The west side of Ninth (9th) Street from E Avenue to N Avenue.
19. The west side of Tenth (10th) Street from E Avenue to T Avenue West.
- 19A. The east side of Tenth (10th) Street from E Avenue to F Avenue (northbound).

(Ord. 941 – Jan. 09 Supp.)

- 19B. The east side of Tenth (10th) Street from H Avenue (east) intersection to 110 feet south of the intersection.

(Ord. 944 – Jul. 09 Supp.)

20. The east side of Tenth (10th) Street from H Avenue (east) to J Avenue.
21. All of Eleventh (11th) Street and South Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the south City limits.

(Ord. 939 – Jan. 09 Supp.)

22. The east side of Eleventh (11th) Street from the Union Pacific Railroad south track right-of-way to the north line of G Avenue.

(Ord. 939 – Jan. 09 Supp.)

23. The west side of Twelfth (12th) Street from K Avenue to the Union Pacific Railroad right-of-way.
24. All of Thirteenth (13th) Street from M Avenue to N Avenue.

24A. East side of West 18th Street north of Highway 30 and south of Lincoln Highway.  
(Ord. 944 - Jul. 09 Supp.)

25. The south side of T Avenue from Eighth (8th) Street to Eleventh (11th) Street.
26. The north side of R Avenue from First (1st) Street to Tenth (10th) Street.
27. The south side of N Avenue from Story County Road S-14 to Fifth (5th) Street.
28. All of N Avenue from Fifth (5th) Street to Seventh (7th) Street.
29. The north side of N Avenue from Seventh (7th) Street to Fifteenth (15th) Street.
30. The north side of M Avenue from Sixth (6th) Street to Fifth (5th) Street.
31. The south side of M Avenue from Eighth (8th) Street to Ninth (9th) Street.
32. The south side of M Avenue from Tenth (10th) Street to Twelfth (12th) Street.
33. All of Lincoln Highway from the west City limit to the east City limit.
34. The north side of K Avenue from Fourth (4th) Street to the alley east.
35. The north side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to ten-minute parking only.
36. The south side of K Avenue from Fifth (5th) Street to the alley west shall be restricted to momentary parking while depositing mail only.
37. All of K Avenue from 50 feet east and west of the alley between Eleventh (11th) Street and Twelfth (12th) Street.
38. The south side of I Avenue from 195 feet west of First (1st) Street to Sixth (6th) Street.
- 38A. The north side of I Avenue from Fifth (5th) Street west to the alley.

(Ord. 944 - Jul. 09 Supp.)

39. All of I Avenue from Sixth (6th) Street to Seventh (7th) Street.
40. The south side of I Avenue from Seventh (7th) Street to Tenth (10th) Street.
41. The south side of H Avenue from Tenth (10th) Street to Thirteenth (13th) Street.
42. The north side of H Avenue from Tenth (10th) Street to Nineteenth (19th) Street.
43. The north side of H Avenue from First (1st) Street to Second (2nd) Street.
44. All of E Avenue from County Road S-14 to and including 275 feet east of the center of the highway bridge over West Indian Creek.
45. The north side of E Avenue starting at a point 275 feet east of the center of the highway bridge over West Indian Creek, and ending at Eleventh (11th) Street.
46. The north side of C Avenue from Eighth (8th) Street to Eleventh (11th) Street.
47. The east side of Third (3rd) Street from Lincoln Highway to N Avenue.
48. The west side of Fifth (5th) Street from G Avenue to the east-west alley south of E Avenue.
49. All of Sixth (6th) Street from I Avenue to U.S. Highway No. 30.
50. All of south 50 feet of Lynn Drive.
51. All of Fifteenth (15th) Street from H Avenue to Lincoln Highway except for diagonal parking where marked from H Avenue to J Avenue on Fifteenth (15th) Street.
52. The south side of J Avenue from the alley between Eighth (8th) and Ninth (9th) Streets to the intersection of Tenth (10th) and J Avenue.
53. The north side of M Avenue from Sixth (6th) Street to Seventh (7th) Street.
54. The west side of Seventh (7th) Street beginning at a point 76 feet and ending at a point 86 feet south of the north property line of Block 13, Original Town of Nevada, Iowa, locally known as the entrance to the United Methodist Church.
55. The north side of Maple Avenue east from the west line of Gaslite Third Addition.
56. All of South G Avenue.
57. All of Fawcett Parkway between Nineteenth (19th) Street and South B Avenue.
58. All of Osage Drive.
59. The north side of Cherokee Street from Osage Drive to the centerline of Apache Street.
60. The south side of Apache Street from Osage Drive to Cherokee Street.
61. The west side of Fifteenth (15th) Street from the intersection with H Avenue to a point 100 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.
62. The east side of Fifteenth (15th) Street from the intersection with H Avenue to a point 68 feet south as measured along the centerline of Fifteenth (15th) Street from the intersection of the centerlines of Fifteenth (15th) Street and H Avenue.

63. The east side of Second (2nd) Street from Lincoln Highway south 155 feet from centerline of Lincoln Highway.
64. The south side of E Avenue from Sixth (6th) Street east 187 feet from centerline of Sixth (6th) Street.
65. The south side of E Avenue from Sixth (6th) Street west 122 feet from centerline of Sixth (6th) Street.
- 65A. The north and south side of F Avenue east 80 feet from centerline of 10th Street.  
(Ord. 941 - Jan. 09 Supp.)
- 65B. The north and south side of F Avenue west 100 feet from centerline of 11th Street.  
(Ord. 941 - Jan. 09 Supp.)
66. The south side of G Avenue from Sixth (6th) Street east 120 feet from centerline of Sixth (6th) Street; the north side of G Avenue from Sixth (6th) Street east to alley.
67. The north side of G Avenue from Fourth (4th) Street to Fifth (5th) Street.
68. The south side of F Avenue from Sixth (6th) Street to Seventh (7th) Street.
69. Third (3rd) Street Place from E Avenue to F Avenue.
70. The north side of K Avenue from the intersection with First (1<sup>st</sup>) Street to a point 155 feet east as measured along the centerline of K Avenue from the intersection of the centerlines of K Avenue and First (1<sup>st</sup>) Street.
71. The north side of J Avenue from the intersection with First (1<sup>st</sup>) Street to a point 155 feet east as measured along the centerline of J Avenue from the intersection of the centerlines of J Avenue and First (1<sup>st</sup>) Street.
72. The east side of Third (3rd) Street from G Avenue to H Avenue.
73. The north side of J Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.
74. The south side of K Avenue from Thirteenth (13th) Street to Fifteenth (15th) Street.
75. The east side of Fourth (4th) Street from H Avenue to I Avenue.
76. The north side of I Avenue from Tenth (10th) Street to Eleventh (11th) Street.
77. All of West K Avenue east of West Eighteenth (18th) Street.
78. The north side of K Avenue from Seventh (7th) Street to ~~Ninth (9th) eleventh 11<sup>th</sup>~~ Street.  
(Ord. 919 - Feb. 08 Supp.)
79. The north side of Apache Street from the west-end hammerhead turnabout to Osage Drive.
80. The east side of Sioux, Pueblo and Cheyenne Drive from Apache Street to the north-end hammerhead turnabout on Sioux Drive.
81. All of the hammerhead turnabout located on the north end of Sioux, Pueblo and Cheyenne Drive.
82. All of the hammerhead turnabout located on the west end of Apache Drive.
83. The north side of South I Avenue from South Eleventh (11th) Street to the west.  
(Ord. 997 - Jan. 18 Supp.)
85. ~~All of W Avenue.~~
86. ~~The east side of Fourteenth (14<sup>th</sup>) Street from H Avenue to J Avenue.~~
87. ~~The west side of Fourteenth (14<sup>th</sup>) Street Place from F Avenue to Fifteenth (15<sup>th</sup>) Street.~~
88. ~~The west side of Fifteenth (15<sup>th</sup>) Street from F Avenue to H Avenue.~~
89. ~~The west side of Fifteenth (15<sup>th</sup>) Street Place from F Avenue to H Avenue.~~
90. ~~The west side of Sixteenth (16<sup>th</sup>) Street from F Avenue to H Avenue.~~
91. ~~The west side of Seventeenth (17<sup>th</sup>) Street from the Cul-de-sac to H Avenue.~~
92. ~~The west side of Eighteenth (18<sup>th</sup>) Street from F Avenue to H Avenue.~~
93. ~~The east side of Eighteenth (18<sup>th</sup>) Street Place.~~
94. ~~The south side of F Avenue from 14<sup>th</sup> Street Place to 18<sup>th</sup> Street.~~

**69.10 – ALL NIGHT PARKING PROHIBITED**

(Code of Iowa, Sec. 321.236 [1])

1. All Night Parking Prohibited. No person, except physicians or other persons on emergency calls, shall park a vehicle on any of the following named streets between the hours of 2:00 a.m. and 6:00 a.m. of any day.

A. Sixth (6th) Street (Main), on both sides, from I Avenue to N Avenue.

- B. K Avenue
- (i) On the south side of K Avenue between Fifth (5th) and Seventh (7th) streets, parking prohibited Thursday through Sunday.
  - (ii) On the north side of K Avenue between Fifth (5th) and Seventh (7th) Streets, parking prohibited Monday through Wednesday.
- C. J Avenue
- (i) On the south side between Fifth (5th) and Seventh (7th) Streets, parking prohibited Thursday through Sunday.
  - (ii) On the north side between Fifth (5th) and Seventh (7th) Streets, parking prohibited Monday through Wednesday.

D. Seventh (7th) Street, on the west side, from J Avenue to Lincoln Highway.

E. Fifth (5th) Street, on the east side, from J Avenue to Lincoln Highway.

**F. Off Street City Park parking lots. This includes Hattery Park, Mardean Park, Meadow Lane Shelter Parking, and Billy Sunday Field. Overnight parking at SCORE Park and Harrington Park is authorized with the approval from the Director of Parks and Rec.**

2. Parking Permit. Owners of a service or retail business with a storefront facing any of the restricted streets set forth in Section 69.10, and which business operates between the hours of 2:00 a.m. and 6:00 a.m. of any day, may be eligible to receive an annual parking permit(s) to allow its patrons to park near said business during the restricted hours, under the following terms and conditions:

A. Application for Permit. A permit application shall be submitted to the Police Chief on forms prescribed by the Chief. The application shall be accompanied by a one-time fee, payable via certified funds payable to the "City of Nevada", to cover administration fees in the amount of twenty dollars (\$20.00). If the application is approved, the applicant shall pay to the City of Nevada an annual fee of five dollars (\$5.00) for each permit the applicant is authorized to receive.

B. Permit. The annual permit shall be valid from September 1 through August 31 of each year. Any such permit shall be prominently displayed in the patron's vehicle, and shall only be valid if the vehicle is parked near the applicant business. Permits shall be transferable from one vehicle to another. The Police Chief shall have the authority to cancel any such permit if privileges are being abused and/or if the permit is rendered inactive, upon ten (10) days' written notice to the permit applicant served by ordinary first-class mail or personal service.

C. Lost or Stolen Permits. If a permit becomes lost or stolen, the permit applicant must immediately notify the Nevada Police Department. Replacement permits may be purchased for five dollars (\$5.00) each.

Exemptions. Vehicles properly displaying permits governed by this subsection shall be exempt from the application and enforcement of Section 69.10(1). All other laws and regulations shall apply to the vehicle, including, inter alia, the City's snow removal ordinance.

(Ord. 988A – Jan. 17 Supp.)

#### **69.11 – TRUCK AND BOAT PARKING LIMITED.**

~~No person shall park a semi-tractor, semi-trailer, truck or truck trailer of over one (1) ton manufacturer's rated capacity, duly licensed as such, or any vehicle twenty (20) or more gross tons, or boats of any size or weight on any street or alley in the City adjacent to property classified by this Code of Ordinances as residential, or on Sixth Street from I Avenue to N Avenue. However, this section does not apply to semis, trucks or trailers being used for the purpose of delivering or collecting goods, wares, merchandise or materials when such vehicles are parked for a period of time not longer than is necessary for the expeditious delivery or collection thereof, nor does it apply to semis, trucks or trailers being used on construction sites.~~

**No person shall park on any public roadway in violation of the following regulations.**

1. **Vehicle with a weight requiring the operator to possess a Commercial Driver's License (CDL) Class A or Class B. This includes, but is not limited to semi-tractor, semi-trailer, bus, dump truck, boom truck, garbage truck, or similar vehicle. Such vehicle may park for the purpose of loading, unloading, or making local deliveries. This section does not apply to trucks or trailers used on an active construction site.**

2. **Unattached Trailers.** No person shall park any trailer which is not attached to an operable motorized vehicle capable of moving the trailer on any public roadway. Examples of trailers include but are not limited to boats, campers, enclosed trailers, flatbed trailers, UTV or golf cart trailers, dump trailers, utility trailers, or any other non-motorized equipment that is transported by being attached to a motorized vehicle.
3. **Oversized vehicles.** No person shall park any vehicle that exceeds ten feet (10) in width or thirty feet (30) in length on any public roadway. Such vehicle may park for the purpose of loading, unloading, or making local deliveries.

**SECTION 2. REPEALER.** All ordinances or parts or ordinances in conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3. SEVERABILITY CLAUSE.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 4. WHEN EFFECTIVE.** This ordinance shall be in effect from and after its final passage, approval and publication as provided by law.

Passed and approved 1<sup>st</sup> Reading on this 14<sup>th</sup> day of July, 2025.

Passed and approved 2<sup>nd</sup> Reading on this 28<sup>th</sup> day of July, 2025.

Passed and approved 3<sup>rd</sup> and Final Reading on this \_\_\_ day of August, 2025. Enacted upon publication

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk



1<sup>st</sup> Reading – July 14, 2025

Motion by Council Member Dane Nealson, seconded by Council Member Jason Sampson, to adopt the first reading of Ordinance No. 1069 (2025/2026).

AYES: Nealson, Sampson, Skaggs, Ehrig, Spence, Corbin  
NAYS: None  
ABSENT: None

2<sup>nd</sup> Reading – July 28, 2025

Motion by Council Member Jason Sampson, seconded Council Member by Dane Nealson, to adopt the second reading of Ordinance No. 1069 (2025/2026).

AYES: Sampson, Nealson, Skaggs, Ehrig, Spence, Corbin  
NAYS: None  
ABSENT: None

3<sup>rd</sup> Reading – August 11, 2025

Motion by Council Member \_\_\_, seconded by Council Member \_\_\_, to adopt the third and final reading of Ordinance No. 1069 (2025/2026).

AYES: \_\_\_  
NAYS: \_\_\_  
ABSENT: \_\_\_

The Mayor declared Ordinance No. 1069 (2025/2026) adopted.

I certify that the foregoing was published as Ordinance No. 1069 (2025/2026) on the \_\_\_ day of August, 2025.

---

Kerin Wright, City Clerk



Item # 7E  
Date: 8/11/25

Askew Scientific Consulting LLC  
2952 155<sup>th</sup> Street  
Muscatine, Iowa 52761  
563-554-9450  
[efaskew@hotmail.com](mailto:efaskew@hotmail.com)

Invoice  
August 5, 2025  
Net 15 Days

Client  
City of Nevada, Iowa

Item #	Description	Unit Cost	Number of Hours	Total
1	Unpaid Balance Nevada Wastewater Pretreatment Program Project.		\$662.39	
Total				\$662.39
Date Range 12/18/24-5/19/25				

#### Invoice payment rules

- A. Payment of invoice amount will be made by check or electronically to Askew Scientific's banking account.
- B. A compounded finance charge of 5% per 30-days will be added for all late payments.
- C. Costs of collection including reasonable attorney's fees shall be borne by client.
- D. Consultant reserves the right to suspend service to client for late or unpaid invoices.
- E. Consultant reserves the right to withhold any work product including reports, raw data, certificates and letters or reliance until invoices are paid in full.
- F. Chronic late payment of invoices will require prepayment by client for projected Askew Scientific work

Item # 8B  
Date: 8/11/25

BEER AND/OR LIQUOR RENEWAL CERTIFICATE OF INSPECTION

This application will be on the 8/11/25 Council Agenda

Business Name Sports Bowl for L. Hwy Day Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Manager's Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

Owners Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

I hereby certify that the premises where the above applicant intends to operate pursuant to a beer or liquor license has been inspected by the undersigned and that on the date of the inspection the premises (conforms/did not conform) to all applicable fire regulations of the City of Nevada and the State of Iowa.

The Fire Department recommends ☒ approval ☐ denial of a beer or liquor license to this business.

7-28-25  
Date

BAJ  
FIRE INSPECTOR AND/OR BUILDING INSPECTOR

COMMENTS/OR REASONS IF DENIED: (Write on back or another sheet if needed)

No orders  
\_\_\_\_\_  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



# State of Iowa

Alcoholic Beverages Division

## Applicant

NAME OF LEGAL ENTITY	NAME OF BUSINESS(DBA)	BUSINESS		
DOYOUNBOWL2, LC	Sports Bowl	(651) 775-1861		
ADDRESS OF PREMISES	PREMISES SUITE/APT NUMBER	CITY	COUNTY	ZIP
90 I Avenue		Nevada	Story	50201
MAILING ADDRESS	CITY	STATE	ZIP	
1229 12th Street	Nevada	Iowa	50201	

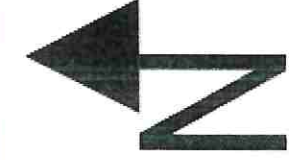
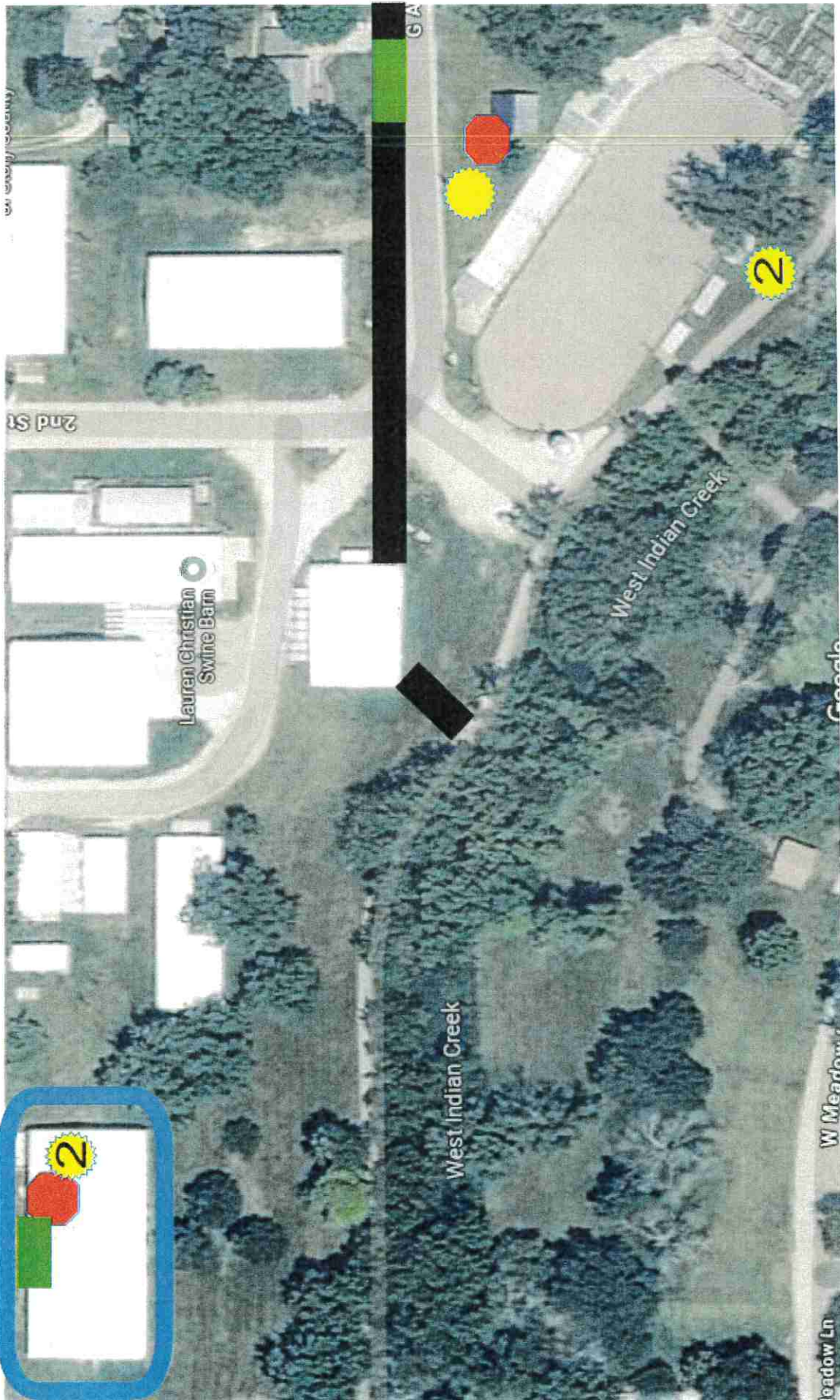
## Contact Person

NAME	PHONE	EMAIL
Scott Walkner	(651) 775-1861	scott@doyoubowl.com




## License Information

LICENSE NUMBER	LICENSE/PERMIT TYPE	TERM	STATUS
	Special Class C Retail Alcohol License	5 Day	Submitted to Local Authority
TENTATIVE EFFECTIVE DATE	TENTATIVE EXPIRATION DATE	LAST DAY OF BUSINESS	
Aug 21, 2025	Aug 25, 2025		
SUB-PERMITS			
Special Class C Retail Alcohol License			

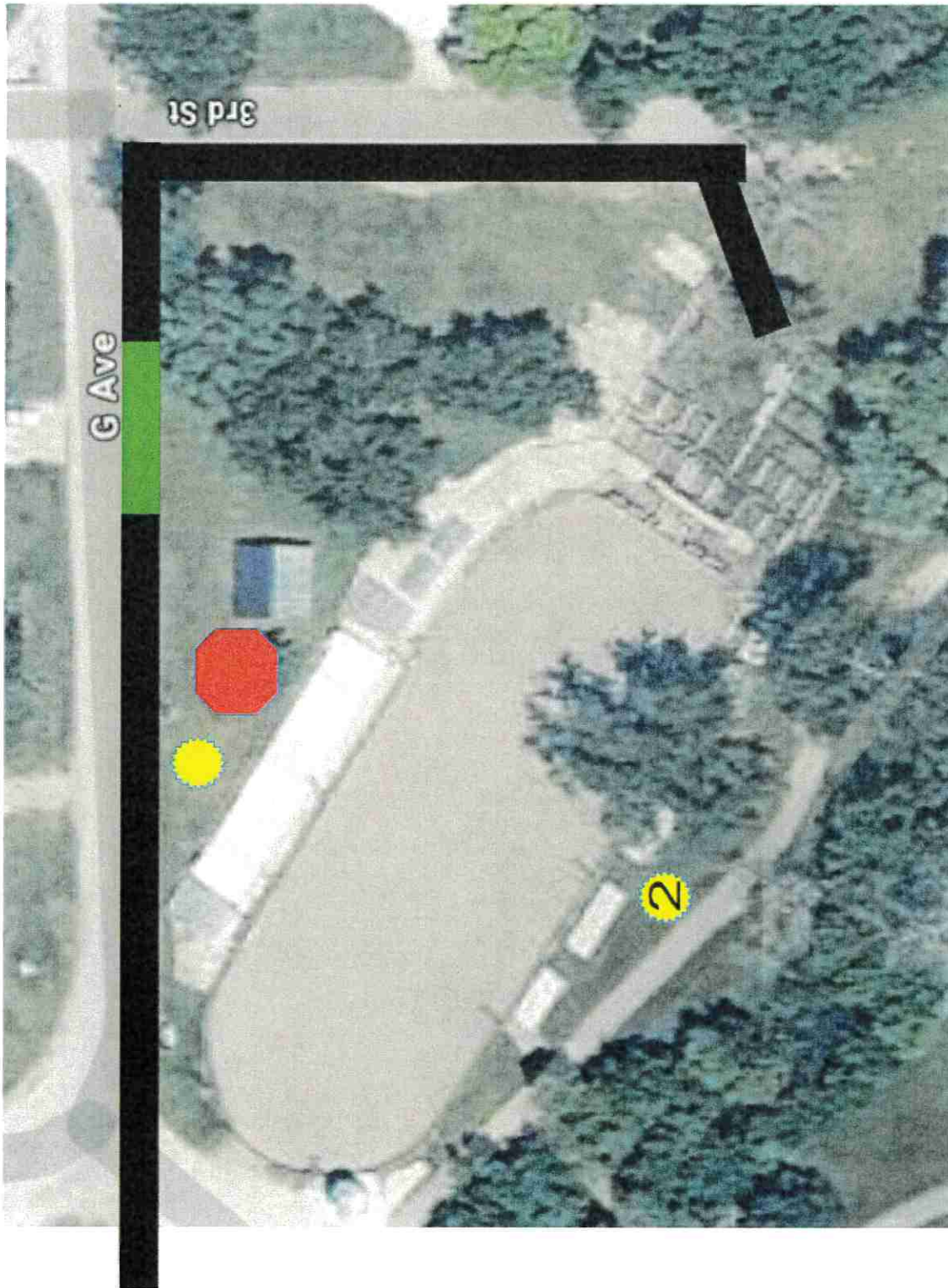




- Fence**
- Main Entrance**
- Sheep Building**

-  ID/Wrist Band & Beer Ticket Sales 4pm
-  Rodeo Beer Stand 4pm to End Of Rodeo
-  Rodeo Beer Stand 4pm to 9pm  
9pm to 11pm Move to Sheep Barn






**Fence**



 ID/Wrist Band & Beer Ticket Sales 4pm

 Rodeo Beer Stand 4pm to End Of Rodeo

 Rodeo Beer Stand 4pm to 9pm  
9pm to 11pm Move to Sheep Barn

**RESOLUTION NO. 013 (2025/2026)**

**A RESOLUTION APPROVING COLLATERAL ASSIGNMENT OF  
AGREEMENT FOR PRIVATE DEVELOPMENT BY  
SIERRA HEIGHTS, L.L.C.; COMMUNITY STATE BANK, AND CITY OF NEVADA, IOWA,**

WHEREAS, the City of Nevada, Iowa ("City"), and Sierra Heights, L.L.C. ("Developer") have entered into a Development Agreement; and

WHEREAS, the Developer has requested a loan from Community State Bank ("Lender") to finance the Development; and

WHEREAS, Developer desires to enter into a Collateral Assignment of Development Agreement among Developer, City, and Lender to induce Lender to close on the loan; and

WHEREAS, The City consents to the assignment per the attached Exhibit A, Collateral Assignment of Agreement for Private Development; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Nevada, Story, County, Iowa, does hereby approve the Collateral Assignment of Agreement for Private Development (Exhibit A attached), among the City of Nevada, IA, Sierra Heights, L.L.C., and Community State Bank and consents to the assignment. The Mayor and City Clerk are hereby authorized to execute the agreement and any other paperwork necessary on behalf of the City.

PASSED AND APPROVED this 11<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Ryan Condon, Mayor

ATTEST:

\_\_\_\_\_  
Kerin Wright, City Clerk

Moved by Council Member \_\_\_, seconded by Council Member \_\_\_, that Resolution No. 013 (2025/2026) be adopted.

AYES: \_\_\_\_\_

NAYS: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The Mayor declared Resolution No. 013 (2025/2026) adopted.

I hereby certify that the foregoing is a true copy of a record of the adoption of Resolution No. 013 (2025/2026) at the regular Council Meeting of the City of Nevada, Iowa, held on the 11<sup>th</sup> day of August, 2025.

\_\_\_\_\_  
Kerin Wright, City Clerk

F:\Office\Council\Resolutions\2025-2026\013-Sierra Heights, LLC Collateral Assignment Agreement.doc



**COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT  
Recorder's Cover Sheet**

**Preparer Information:** (name, address and phone number)

Sean M. Raisch, Dentons Davis Brown PC, 215 10<sup>th</sup> St., Ste. 1300, Des Moines, IA 50309

**Taxpayer Information:** (name and complete address)

N/A

**Return Document To:** (name and complete address)

Sean M. Raisch, Dentons Davis Brown PC, 215 10<sup>th</sup> St., Ste. 1300, Des Moines, IA 50309

**Grantor:**

SIERRA HEIGHTS, L.L.C.

**Grantee:**

COMMUNITY STATE BANK

**Legal Description:**

See Exhibit "A"

**Document or instrument number of previously recorded documents:**

Agreement for Private Development filed \_\_\_\_\_, 2025, as Instrument No. \_\_\_\_\_

## COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE DEVELOPMENT

~~THIS COLLATERAL ASSIGNMENT OF AGREEMENT FOR PRIVATE~~  
DEVELOPMENT (this "Assignment") is made on this \_\_\_\_ day of July, 2025 (the "Effective Date") by SIERRA HEIGHTS, L.L.C., an Iowa limited liability company ("Developer" or "Grantor") to COMMUNITY STATE BANK, an Iowa banking corporation ("Lender" or "Grantee"), and consented to, and agreed to, as applicable, by the City of Nevada, Iowa, 1209 6<sup>th</sup> St., Nevada, Iowa 50201 (the "City").

### RECITALS

WHEREAS, on or about May 27, 2025, the Developer entered into a certain Agreement for Private Development with the City (as the same may be amended, restated, substituted or otherwise modified, the "Development Agreement") for the development of certain real estate owned, or to be owned, by Developer, consisting of that certain real property legally described on Exhibit "A" attached hereto (the "Property") and development and construction of certain improvements (the "Project") on said Property; and

WHEREAS, the Development Agreement provides for certain tax exemptions (the "Tax Exemptions"), together with such other City agreements and obligations set forth in the Development Agreement (the "Development Benefits"); and

WHEREAS, Developer has requested a loan (the "Loan") from Lender to finance the Project; and

WHEREAS, Lender is willing to extend the Loan to Developer subject to, among other things, Developer assigning to Lender, for collateral purposes only, all of Developer's right, title and interest in and to the Development Agreement and the Development Benefits; and

WHEREAS, Developer is willing to assign its interest in said Development Agreement and the Development Benefits to Lender.

NOW, THEREFORE, in order to induce Lender to make the Loan, Developer does hereby agree as follows:

1. ASSIGNMENT OF DEVELOPMENT AGREEMENT. To secure the Loan and all other indebtedness owing by Developer to Lender, Developer does hereby grant and assign to Lender a first-priority security interest in and to all of Developer's right, title and interest in and to the Development Agreement, including, without limitation, the Development Benefits to be provided by the City to Developer under the terms of the Development Agreement. It is expressly understood that Lender neither assumes nor has any obligations to the City to exercise Developer's rights under the Development Agreement or this Assignment, or to declare an Event of Default (as defined later herein), but that the option to exercise such rights or declare an Event of Default rests in the sole and absolute discretion of Lender, and the parties hereto further agree that Lender shall not be responsible for any acts, omissions, or obligations of Developer with respect to the Development Agreement unless and until Lender assumes Developer's obligations under the Development Agreement.

2. CONSENT AND AGREEMENT FROM CITY. By consenting hereto, the City confirms, acknowledges, covenants, and agrees as follows, for the benefit of Lender:

A. A true, correct, and complete copy of the Development Agreement was approved by the City on or about June 5, 2025, and has not been amended, supplemented or otherwise modified as of the date hereof, and evidences the entire agreement between the Developer and City with respect to the Property.

B. The City acknowledges that Developer is collaterally assigning and granting a first-priority security interest in all of Developer's right, title and interest in and to the Development Agreement to Lender pursuant to this Assignment, including the assignment of Development Benefits owed Developer thereunder to Lender to secure the Loan. The City hereby consents to this first-priority Assignment by Developer of the Development Agreement to Lender to secure the Loan.

C. That: (i) the Development Agreement is currently in full force and effect; (ii) the City has given no notice of default to Developer; (iii) the Development Agreement constitutes the valid and binding agreement of the City, enforceable in accordance with its terms; and (iv) the City has the full authority under all applicable state and local laws and regulations to perform all of its obligations under the Development Agreement.

D. That the City, to the best of its knowledge, has no knowledge of any notice of any prior assignment, sale, hypothecation, or pledge of Developer's interest under the Development Agreement.

E. That, as of the date hereof and to the best of its knowledge, the City has no counterclaim, right of set-off, defense or like right against Developer.

F. That contemporaneously herewith, Developer has irrevocably directed the City to provide Lender with a copy of any notice of default under the Development Agreement at the same time and in the same manner as it is to be provided to Developer in accordance with the Development Agreement, and that Lender shall have the right, but not the obligation, to cure any such default on behalf of Developer within a reasonable time thereafter; provided, however, any action to cure by Lender shall not result in an assumption of Developer's obligations under the Development Agreement.

G. The City agrees that it will not terminate the Development Agreement or cease to perform its obligations thereunder, for any reason, including Developer's failure to make any payments to the City, without giving written notice to Lender of such intention to terminate or cease performing its obligations and allowing Lender reasonable time to cure any event of default under the Development Agreement.

3. **RECORDING/UCC.** Developer authorizes Lender to file this Assignment with the Story County Recorder's Office upon the recording of the Development Agreement. Developer further authorizes Lender to file a UCC-1 Financing Statement with the Iowa Secretary of State giving notice to all third parties of Lender's collateral interest.

4. **DEFAULT.** In the event Developer defaults under the Loan or any agreement, contracts, instruments, or documents executed in connection therewith (collectively, the "Loan Documents") beyond any applicable notice and cure periods, including this Assignment (each an "Event of Default"), Lender shall have the right, in addition to all other remedies provided in the Loan Documents, or in law or equity, to make demand upon the City, and Developer herein expressly authorizes the City to provide directly to Lender without further notice or direction from

Developer, all of the Development Benefits to which Developer is entitled under the Development Agreement.

5. **NEGATIVE PLEDGE.** Developer agrees that it will not voluntarily or involuntarily pledge, encumber or otherwise allow any lien to be placed upon its interests in the Development Agreement or the Development Benefits, except as granted to Lender hereunder.

6. **ENFORCEMENT COSTS.** If Lender hires an attorney to assist it in enforcing its rights and remedies under this Assignment, Developer agrees to pay the reasonable attorneys' fees and costs incurred by Lender.

7. **INDEMNITY.** Lender shall not be obligated to perform or discharge, nor does it hereby undertake to perform or discharge, any obligation, duty or liability under the Development Agreement or under or by reason of this Assignment; and Developer shall and does hereby agree to indemnify Lender for and to hold Lender harmless of and from any and all liability, loss or damage which it may or might incur under the Development Agreement or under or by reason of this Assignment, and of and from any and all claims and demands whatsoever which may be asserted against it by reason of any alleged obligations or undertakings on its part to perform or discharge any of the terms, covenants or agreements contained in the Development Agreement, except for matters caused by Lender's gross negligence or more culpable conduct. Should Lender incur any liability, loss or damage under the Development Agreement or under or by reason of this Assignment, or in the defense of any such claims or demands, the amounts thereof, including costs, expenses and reasonable attorney's fees, shall be secured hereby; and Developer shall reimburse Lender therefor immediately upon demand, and upon failure of Developer to do so Lender may declare all sums secured hereby immediately due and payable.

8. **CITY CONSENT.** City is executing this Agreement solely for the purposes set forth in Section 2 hereof and to agree to the limited obligations of the City set forth in this Assignment.

9. **NOTICES.** Except for notice to or from the City, which shall be provided in the manner set forth in the Development Agreement; provided, however, any notice from the City under the Development Agreement shall also be sent to Lender at the address below and shall be subject to Section 2(F) and 2(G) hereof, all notices, demands, requests, consents, approvals or other communications (any of the foregoing, a "Notice") required, permitted or desired to be given hereunder shall be in writing and shall be sent by (a) registered or certified mail, postage prepaid, return receipt requested, (b) Federal Express, UPS or another reputable overnight courier, or (c) by hand by commercial courier service, addressed to the party to be so notified at its address set forth below, or at such other address as the party may designate in writing given to all other parties. Any Notice shall be deemed to have been received: (i) three (3) days after the date such Notice is mailed, (ii) on the date of delivery by hand (or refusal to accept such delivery) if delivered during business hours on a Business Day (otherwise on the next Business Day), and/or (iii) on the next Business Day if sent by an overnight commercial courier. Notices shall be deemed effective if delivered by counsel to a party, as if given directly by such party.

Each Notice to Lender shall be addressed as follows:

Community State Bank  
1640 White Birch Cir.  
Ankeny, Iowa 50023  
Attention: Nathan Snizek

With a copy to:

~~Dentons Davis Brown PC~~  
215 10th St., Ste. 1300  
Des Moines, Iowa 50309  
Attention: Sean M. Raisch

If to Developer:

Sierra Heights, L.L.C.  
7008 Madison Ave.  
Urbandale, Iowa 50322  
Attention: Chace Hauschilt

Any party may change the address to which any such Notice is to be delivered by furnishing ten (10) days prior written notice of such change to the other parties in accordance with the provisions of this Section. Notices shall be deemed to have been given on the date as set forth above, even if there is an inability to actually deliver any such Notice because of a changed address of which no Notice was given, or there is a rejection or refusal to accept any Notice offered for delivery. As used herein, the term "**Business Day**" shall mean any day other than a Saturday, Sunday, or a legal holiday on which Lender is not open for business.

10. **TERMINATION**. At such time as the Loan is paid in full, this Assignment and all of Lender's right, title and interest hereunder with respect to the Development Agreement shall terminate.

11. **GOVERNING LAW**. This Assignment shall be governed, construed, applied and enforced in accordance with the laws of the State of Iowa. Any legal suit, action or proceeding against Lender or Developer arising out of or relating to this Assignment shall be brought in any Federal Court in Des Moines, Iowa, or State Court in Story County, Iowa and Developer waives any objections which it may now or hereafter have based upon venue and/or forum non conveniens of any such suit, action or proceeding, and Developer hereby irrevocably submit to the jurisdiction of such Court in any suit, action or proceeding.

12. **AMENDMENT TO DEVELOPMENT AGREEMENT**. Developer shall not make any material change or amendment to the terms of the Development Agreement without the prior written consent of Lender, which consent shall not be unreasonably withheld or delayed. Any material change or amendment to the terms of the Development Agreement made without Lender's prior written consent shall be null and void, and of no force or effect.

13. **INAPPLICABLE PROVISIONS**. If any term, covenant or condition of this Assignment is held to be invalid, illegal or unenforceable in any respect, this Assignment shall be construed without such provision.

14. **NO ORAL CHANGE**. **THIS ASSIGNMENT MAY NOT BE MODIFIED, AMENDED, WAIVED, EXTENDED, CHANGED, DISCHARGED OR TERMINATED ORALLY OR BY ANY ACT OR FAILURE TO ACT ON THE PART OF DEVELOPER OR LENDER, BUT ONLY BY AN AGREEMENT IN WRITING SIGNED BY THE PARTY AGAINST WHOM ENFORCEMENT OF ANY MODIFICATION, AMENDMENT, WAIVER, EXTENSION, CHANGE, DISCHARGE OR TERMINATION IS SOUGHT.**

15. **NO JOINT VENTURE.** The relationship between Developer and Lender is solely that of a lender and borrower, and nothing contained herein or in any of the Loan documents shall ~~in any manner be construed as making the parties hereto partners, joint venturers or any other~~ relationship other than lender and borrower.

16. **LIABILITY.** This Assignment shall be binding upon and inure to the benefit of Developer, the City, and Lender and their respective successors and assigns forever.

17. **HEADINGS, ETC.** The headings and captions of various paragraphs of this Assignment are for convenience of reference only and are not to be construed as defining or limiting, in any way, the scope or intent of the provisions hereof.

18. **NUMBER AND GENDER.** Whenever the context may require, any pronouns used herein shall include the corresponding masculine, feminine or neuter forms, and the singular form of nouns and pronouns shall include the plural and vice versa.

19. **BINDING EFFECT.** This Agreement and the statements herein made shall be binding on and inure to the benefit of the parties hereto, and their respective successors and permitted assigns.

20. **EXECUTION IN COUNTERPARTS.** This Assignment may be executed in counterparts, each of which shall be deemed an original instrument and all of which when taken together shall constitute but one agreement.

**IMPORTANT: READ BEFORE SIGNING, THE TERMS OF THIS AGREEMENT SHOULD BE READ CAREFULLY BECAUSE ONLY THOSE TERMS IN WRITING ARE ENFORCEABLE. NO OTHER TERMS OR ORAL PROMISES NOT CONTAINED IN THIS WRITTEN CONTRACT MAY BE LEGALLY ENFORCED. YOU MAY CHANGE THE TERMS OF THIS AGREEMENT ONLY BY ANOTHER WRITTEN AGREEMENT.**

Developer represents and warrants that it has received a copy of this Assignment and further states that it understands fully the terms and conditions described herein.

**[SIGNATURE PAGES FOLLOW]**

LENDER:

COMMUNITY STATE BANK

By: *Nathan Sniezek*  
Nathan Sniezek, Vice President

STATE OF IOWA )  
COUNTY OF *Polk* ) SS:

On this *July* day of *July*, 2025, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Nathan Sniezek to me personally known, who, being by me duly sworn, did say that he is a Vice President of said Community State Bank executing the within and foregoing instrument; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Nathan Sniezek as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

*Jake Porter*  
Notary Public in and for the State of Iowa





**DEVELOPER:**

**SIERRA HEIGHTS, L.L.C.,**  
an Iowa limited liability company

By: Karie Kading Ramsey  
Name: Karie Kading Ramsey  
Title: Manager

STATE OF IOWA                     )  
  )SS:  
COUNTY OF Polk                )

On this 16 day of July, 2025, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Karie Kading Ramsey, to me personally known who, being by me duly sworn, did say that she is the Manager of SIERRA HEIGHTS, L.L.C., and that the instrument was signed on behalf of the company by authority of the Members and that the said Karie Kading Ramsey acknowledged the execution of this instrument to be the voluntary act and deed of said company, by it and by her voluntarily executed.



Nathan Sniezek  
Notary Public in and for the State of Iowa

CITY OF NEVADA, IOWA

ATTEST:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: City Clerk

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: Mayor

STATE OF IOWA                    )  
  )SS:  
COUNTY OF \_\_\_\_\_  )

On this \_\_\_\_ day of \_\_\_\_\_, 2025, before me, the undersigned, a Notary Public in the State of Iowa, personally appeared [\_\_\_\_\_] and [\_\_\_\_\_] to me personally known, and who, being by me duly sworn did state that they are the Mayor and City Clerk, respectively, of City of Nevada, Iowa, a municipal corporation; that the seal affixed to the foregoing instrument is the corporate seal of the corporation; that the instrument was signed on behalf of the City of Nevada, Iowa, by authority of its City Council under Roll Call No. \_\_\_\_\_, approved on \_\_\_\_\_, 2025, and that [\_\_\_\_\_] and [\_\_\_\_\_] acknowledged the execution of the instrument to be the voluntary act and deed of City of Nevada, Iowa, by it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public in and for the State of Iowa

**EXHIBIT A**  
**(Description of Property)**

Outlot "W" and Outlot "X", Northview Plat 1, Nevada, Story County, Iowa.

# **City Administrators Report**

July 24-Aug 7, 2025

## **West 18th Street Storm Sewer Line – Investigation Summary & Next Steps**

Over the past several weeks, we have conducted a thorough investigation into the ongoing issues with the storm sewer line along West 18th Street. Through careful research and assessment, we have successfully pinpointed the location of the problem within the system. Unfortunately, the issue lies directly above a section where multiple utility pipelines are present. At this time, the exact depth of those pipelines is unknown, which presents a challenge in determining the most effective and safe method for repairs. We have requested utility locates, and we are hopeful that once they are completed, we will be able to identify the precise position and depth of these existing lines. The depth of the pipelines will be a critical factor in how we proceed. If the pipelines are at least 6.5 feet deep or deeper, we anticipate no significant difficulties in making the necessary repairs to the storm line. However, if they are shallower than that threshold, establishing a proper connection may prove problematic, and alternative routing options will need to be explored. Additionally, we have identified a broader concern that may be contributing to the severity of the issue. It appears that the stormwater drainage from areas west of 18th Street is also being funneled into this same line. This additional load is likely placing considerable stress on the infrastructure and could be a primary cause of flooding observed on the county side of the line. We remain committed to resolving the issue and will proceed with repair plans as soon as we have the necessary data from the utility locates. Further updates will follow once a course of action is finalized.

## **Board of Supervisors Meeting – Drainage District 17 Update**

I attended the Board of Supervisors meeting last Tuesday to participate in a discussion regarding ongoing concerns in Drainage District 17. The county has recently received a significant number of calls related to drainage issues in a specific area of the district. In response, I provided an update on the City's efforts to assess whether similar problems are affecting our infrastructure within that zone. During the meeting, I emphasized the importance of coordination between the City and the County to determine the full scope of the drainage issues. In turn, the County agreed to move forward with cleaning out both major drainage lines in the area—the east-west line as well as the north-south line. These lines have become heavily obstructed due to invasive tree root growth, which is likely a major contributor to the current drainage problems. Once the cleaning work is completed, the City will assist by televising the cleaned lines to inspect their condition and identify any lingering blockages or structural concerns. Our goal is to gain clear visibility into the system so that we can address any remaining issues and help reduce the frequency and severity of drainage complications affecting residents within the district. We are hopeful that this joint effort will significantly improve flow and functionality within Drainage District 17 and provide relief to those who have been impacted.

## **Substantial Completion WBCI**

Included on this agenda is the substantial completion request submitted by WBCI for the facility project. Reaching this milestone represents a significant achievement, and it's encouraging to see the project advance to this point after a long and complex process. You'll notice that the request includes a change in the final contract amount, which reflects the extended duration of the project. WBCI remained on-site for nearly two additional years beyond the original timeline, and this extended presence is factored into the updated pricing. This documentation will be

instrumental in supporting our case for liquidated damages on the lift station, which we intend to pursue due to the substantial delays encountered. While substantial completion is a major step forward, there are still several outstanding matters that need to be resolved. Continued training is required to ensure staff are fully equipped to manage the new systems and processes that come with the upgraded facility. This training will become even more critical as we bring new personnel on board—a hiring process that is currently underway. Onboarding and properly preparing these new team members will be essential to achieving full operational efficiency and long-term success for the facility.

We will continue to provide updates as we work through the remaining items and transition into full operation.

### **The Wall That Heals – Arrival and Community Engagement**

On Tuesday afternoon at approximately 3:15 p.m., *The Wall That Heals* made its highly anticipated arrival in our community. The escort procession was an incredible and moving sight—featuring a large contingent of motorcycles, Corvettes, and representatives from the military, law enforcement, fire departments, and emergency medical services. Their participation added a powerful sense of honor and reverence to the moment. Following its arrival, the wall was successfully assembled over two days and officially opened to the public today, August 7th. It will remain open and accessible 24 hours a day through Sunday, August 10th. The wall is fully illuminated during the nighttime hours, allowing for quiet reflection and visitation at any time. A special ceremony will be held on Saturday to honor and recognize those impacted by Agent Orange. This event is expected to be particularly meaningful and we encourage people to attend if possible. It has been truly inspiring to witness the level of community support and involvement surrounding this event. From volunteers and organizers to those simply stopping by to pay their respects, the collective effort and spirit of unity have been nothing short of remarkable. We are genuinely excited to see the community come together around such a significant and healing tribute.

### **ARPA Report**

On Tuesday, I attended the Board of Supervisors meeting to discuss the American Rescue Plan Act (ARPA) funding the City received from the County in support of our South D Street Project. While the construction phase of this particular portion of the project has been completed, our responsibilities related to the funding are ongoing. As part of the ARPA compliance requirements, the City is obligated to submit quarterly reports outlining how the funds have been utilized, the current status of the project, and any related expenditures or milestones. These reports help ensure transparency and proper stewardship of federal relief funds. In addition to the written reports, we are also required to present verbal updates to the Board of Supervisors to keep them informed of project progress and compliance status. These presentations provide an opportunity to answer any questions from the Board and maintain a clear line of communication regarding the use of ARPA dollars. Even though construction is complete, these reporting requirements will continue for the duration of the County's ARPA oversight period.

### **Mix n Mingle**

The City is pleased to announce that we will be hosting the next Mix & Mingle event on Wednesday, August 13, from 4:00 p.m. to 6:00 p.m. This event will take place at the park located directly in front of City Hall, offering a welcoming outdoor setting for casual conversation and community engagement. We encourage anyone able to attend if available. Light refreshments will be provided, and all are welcome to stop by—whether for a few minutes or the full two hours.

Mark your calendars and join us as we continue building strong community connections through events like this one.

### **Dog Park**

As part of the planning process for the new **dog park**, we have been actively working with several vendors to obtain accurate cost estimates for the **fencing component** of the project—one of the most essential elements for both functionality and safety.

To date, I have reached out to **three reputable companies** with experience in commercial-grade fencing for public spaces:

- **Thrive** – based in **Ames**, known for their local project work and community involvement.
- **American Fence Company** – located in **Johnston**, offering a broad range of fencing solutions and expertise in municipal projects.
- **Superior Fence and Rail** – operating out of **Elkhart**, with a strong reputation for quality installation and timely delivery.

Each company has been asked to provide a detailed estimate that includes materials, labor, and any site preparation required for installation. We are seeking comparisons on different fencing options (e.g., chain link, vinyl-coated, or decorative fencing) to ensure the final selection meets the needs of the park.

### **I & I**

As mentioned in previous reports, we have been in ongoing discussions with our engineering team regarding the drainage and infrastructure concerns affecting various parts of the community. These conversations have been instrumental in helping us better understand the scope and complexity of the issues we're facing. Today, we are scheduled to meet with the engineers to develop a comprehensive game plan that will address the needs of the entire community—not just isolated areas. While our initial assessments had pointed to a specific location as the primary source of the problems, further review and community feedback have led us to believe that the situation is more widespread than originally thought. The objective of today's meeting is to evaluate all available data, reassess the extent of the problem, and collaborate on a strategy that ensures long-term solutions for the full area. This plan will serve as a roadmap for prioritizing repairs, coordinating resources, and ensuring that future improvements are both effective and sustainable. We'll continue to keep everyone updated as our planning progresses and as next steps are identified.

### **Monthly Meetings**

WWTP

Sponsored Project

DTR Progress

NEDC

Rotary

Wall that heals



### **STAFF MEETING AGENDA**

**No staff meeting on Aug. 4<sup>th</sup>.**



# NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



*Chris Brandes*  
Public Safety Director  
Chief of Police

**To:** Mayor and City Council  
**From:** Chris Brandes, Public Safety Director/Chief of Police  
**Date:** Wednesday, August 6, 2025  
**Ref:** Report for City Council Meeting for Monday, August 11, 2025

## Staffing

Officer Morpew is assigned to solo patrol.

## Activity

The police department has either responded to or self-initiated 632 calls for service in the month of July.

*Highest number of calls listed below:*

Traffic Stops: 289  
General Info: 51  
Medical Assists: 30  
Animal Call: 31  
Suspicious Person: 26  
Parking Complaints: 14

Respectfully submitted,

Chris Brandes  
Public Safety Director  
Chief of Police





# NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



*Chris Brandes*  
Public Safety Director  
Chief of Police

TO: Chris Brandes, Public Safety Director

FROM: Ray Reynolds, Director of Fire and EMS

DATE: Aug 6, 2025

REF: Activity report for Trustees, City Council and Honorable Mayor.

Calls to date in July 2025: 457  
Calls to date same time last year (2024): 430

Fires for July 2025: 0  
EMS for July 2025: 42  
Good intent for July 2025: 12  
Community events for July 2025: 9

## Membership:

Current roster number of members: 45

## Delay / Lack of response:

7-24-25 6:25 am. **Structure fire/electrical arcing filling up the street department building with smoke.** Initial response was with two volunteers on an engine. After 10-minutes, three additional volunteer staff arrived on scene. One older volunteer suffered COPD exacerbation from exertion and needed medical oxygen and a duo-neb treatment on the scene. No hospitalization required.

## Credential and Executive Fire Officer

I have been working on obtaining my credential as a Certified Fire Officer (CFO) through the Center for Public Safety Excellence. At the same time, I am working on my final capstone research paper on why people smoke who are on oxygen for my Executive Fire Officer (EFO) designation. Both are the pinnacle for a fire chief and help validate the leadership role a fire chief has with self, organization, and community. I have interviewed people in the community and found people have a very high regard for the fire department. Many want more information and articles on Community Risk Reduction (CRR) efforts they can take to keep their families safe.

## Wall That Heals:

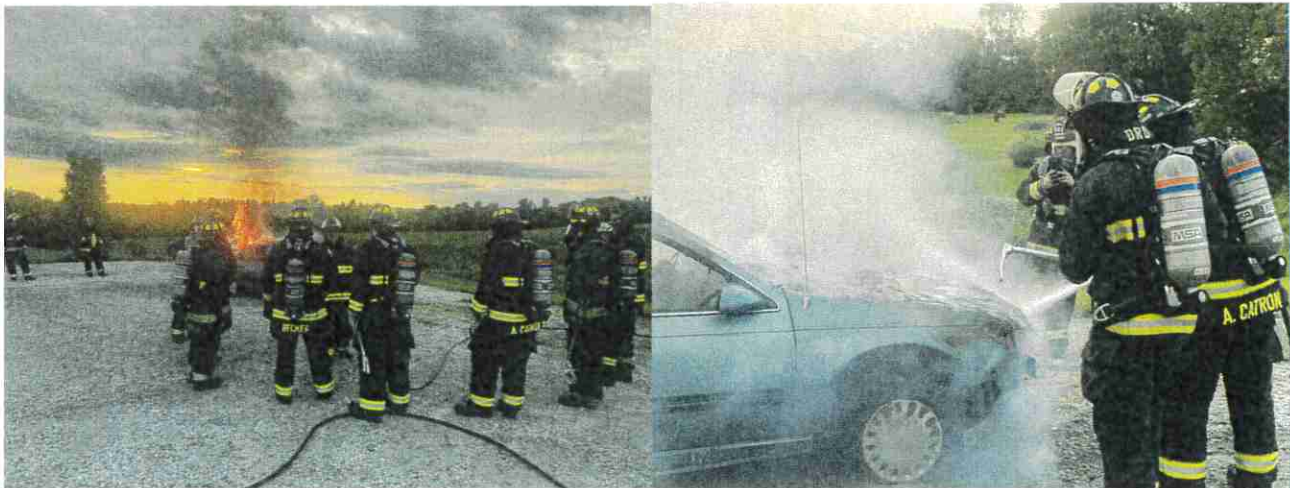
There are a number of fire department staff involved in various activities to support The Wall That Heals events. The department put up the large flag for the procession into town. Staff assisted in the set up and

several will support the activities throughout the week with the ceremonies. It is a considerable honor to help our community and have our members see the sacrifices people have made for country. The fire department members contribute a lot more time for the community than responding to calls for service.



### **UHP Training and news**

Lt. Kevin Bell and myself were requested by the Milo Fire Department to provide some support and assistance in training on UHP systems. They purchased a UHP for their first out attack truck. Unfortunately, that purchase did not come with a lot of training. The tactics are different using 20 gpm at 1230 psi vs 160 gpm at 100 psi. I never want to see a firefighter get hurt using UHP by not understanding the science of how to use it during fire attack. We provided classroom instruction and conducted several burns to a car. At the end of the night, they were putting completely engulfed cars out using 4 gallons of water. It was a real confidence builder for them. We received a lot of positive feedback.



### **Downtown Sprinkler Awareness Event August 20 11AM-1PM.**

The fire department in partnerships with Mainstreet Nevada, the Nevada Rotary Club, Burke Corporation, and the National Fire Sprinkler Association (NFSA) will host an awareness event downtown on the corner of K Ave and 6<sup>th</sup> Street. We will hand out hot dogs and provide a side-by-side demonstration of a sprinkler system activation in a room fire. The live fire demonstration starts at 12:30pm. We will have banners highlighting the six apartments downtown that have sprinkler systems. This effort will demonstrate the importance of protecting our downtown as they renovate the 2<sup>nd</sup> floors for residential use. Last month in Albia, a major fire destroyed a historic building killing one person, destroyed six apartments, and three businesses. That building will never return.





### Firefighter Avery Keenan Returns from California Wildfire Deployment



FF Avery Keenan returned to the department after a 45-day wildfire deployment with the DNR. Keenan fought an 8,000-acre fire in mountains that was 0% contained when she arrived in California. Our staff do some amazing work throughout the U.S. We are glad to have her back safe.

Nevada Street Dept has been working on the following:

- Concrete patches
- Regular fleet maintenance
- Sign in-stall
- Storm water chasing
- Tile on W18th
- Sweeping
- Televising storm and sanitary sewers
- Mowing bridges
- Tree removal

Monday, August 4<sup>th</sup> Dennis Pratt returned to the City Street shed as a Mechanic Operator 3. It's great to have him back.

Joe Mousel  
Street Supervisor

August 11th, 2025 Council Meeting

To: Mayor, City Council and Administrator

From: Shawn Ludwig, Water Superintendent

### Water Department Council Report

- Busy with Plant maintenance
- Reading meters.
- Had Midco Diving clean Clearwell and Ground storage tanks.  
Both tanks looked good.
- Doing touch up paint in the plant on rusty bolts and pipes.

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1209 6th Street  
P.O. Box 530  
Nevada, IA 50201-0530



CITY OF  
**NEVADA**

Kerin Wright  
City Clerk  
Phone: (515) 382-5466  
Fax: (515) 877-4502  
kwright@cityofnevadaiaowa.org

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August 7, 2025

TO: Mayor - City Council Members  
City Administrator Jordan Cook

FROM: Kerin Wright, City Clerk

Training with the new financial software continues. Staff has been working hard to learn all the new processes and features for the conversion! Department heads have adapted well with the new invoice process and seem to be catching on. There is still the budget process that needs to be worked through, but we are getting familiar with the invoice process first. June bank reconciliation is not completed yet and once that process is completed the financials will be presented for approval. We also just rolled out the new community portal where customers can create a login for their utility account and can pay and see their usage from there. We still have several other features that we haven't rolled out yet. One step at a time, one foot forward, moving in the right direction!!

Last month I talked about the new legislation beginning January 2026 that newly elected and appointed officials must complete training within 90 days of taking office or appointment. IPIB has some trainings scheduled in the coming months. See the link below if you'd like to attend one of the trainings. They are free. [IPIB Training for Newly Elected and Appointed Officials | Iowa Public Information Board](#)

I attended a webinar on August 7<sup>th</sup> with Ted Nellesen, Department of Management, regarding the new requirements for the Annual Financial Report. There is a new tab on the report that will have details regarding the City's outstanding debt. This requirement was caused by HF718 where it requires the Department of Management to gather the information on cities and counties debt issuances and file reports with the legislators. There is already a separate Outstanding Debt Report that is due at the end of August, however, the tab on the AFR will have greater detail regarding the debt.

Kerin Wright  
City Clerk/Finance Director

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August 11th / 2025

## Water Pollution Control Council Report

- Regular operation, monitoring & maintenance of the wastewater treatment plant, lift station, and remote flow basin.
- Flooding from excessive inflow and infiltration caused a surge in the sewer system that flooded the lower screen room of the main lift station, no new damages.
- Installed a new Control Box for the Remote Flow Basin.
- Completed July's E.coli testing within monthly average and daily limits.
- Submitted Chloride Progress Report to Iowa DNR.



For: August 11, 2025 Council Meeting

To: Mayor  
Nevada City Council  
City Administrator

From: Amanda Brewer, Library Director

**Nevada Public Library  
Council Report**

**MY REPORT**

Emily Holm's last day as the Assistant Library Director is August 13<sup>th</sup>. She will come in on a part-time basis and help train her replacement. Danielle Schmitt accepted the Assistant Library Director position and will start full-time on September 2<sup>nd</sup>. Cameron Spence's last day is also August 13<sup>th</sup>. She has a busy year of extra-curricular activities and will not be able to continue her employment with the library. She has been a pleasure to work with during her time with us. We are working on hiring another Clerk Intern.

Now that August is here, we are transitioning from summer activities and preparing to get back into our "school year" routine. The Friends of the Library hosted a lovely meet and greet for myself with the public on Tuesday, August 5<sup>th</sup>. We are also hosting a Holocaust program this month for adults and a kid's program on August 14<sup>th</sup> with guest host Sportscaster Scott Reister at the Nevada Field House.

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LIBRARY BOARD OF TRUSTEES MONDAY, JULY 21, 2025, 5:00 P.M.

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Chairperson Theresa Presley presided and convened the regular meeting of Nevada Library Board of Trustees on Monday, July 21, 2025 at 5:03 p.m. at the Nevada Public Library, 631 K Avenue, Nevada, Iowa. The agenda was posted on the official bulletin board in compliance with the open-meeting law.

The roll was called indicating that the following named Trustees were present and absent. Present: Emma Cassabaum, Derek Grote, Theresa Presley, and James Woodard. Absent: Priscilla Gammon, and Allison Severson.

Others in attendance were Library Director Amanda Brewer, Henry Corbin, and Donna Mosinski.

Motion by Board Member Emma Cassabaum, seconded by Board Member James Woodard, to approve the agenda as posted. The roll being called, the following named members voted. Ayes: Cassabaum, Woodard, Grote, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried.

There was no one present who wished to address the Board at this time.

Introductions were made to the new Trustee Derek Grote.

Library Director Amanda Brewer reported on:

- Amanda reported that she will be talking to staff regarding the youth programming for the Nintendo Switch and tablets with Finch robots.
- There has been water seepage in the basement.
- The summer programs are going well.
- This past fiscal year's circulation is up.

For Continuing Education, the board reviewed Accreditation Public Standards – Section 1 – Governance in preparation for the library's next accreditation. The discussion lasted for 14 minutes.

Motion by Board Member Emma Cassabaum, seconded by Board Member James Woodard, to approve the following consent agenda items as submitted:

- (1) Approve **minutes** of the June 16, 2025 regular meeting
- (2) Approve **minutes** of the July 2, 2025 special meeting
- (3) Approve July 2025 **claims** totaling \$4,685.52 (see attached list)
- (4) Accept and place on file the Director's **memo** dated July 17, 2025
- (5) Accept and place on file June 2025 financial report

The roll being called, the following named board members voted. Ayes: Cassabaum, Woodard, Grote, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried.

Motion by Board Member Emma Cassabaum, seconded by Board Member Derek Grote, to approve purchase of 5 patron-computers using \$5000 from Fund 810 CIP and the remainder from the general fund. The roll being called, the following named members voted. Ayes: Cassabaum, Grote, Presley, and Woodard. Nays: None. Chairperson Theresa Presley declared the motion carried.

Motion by Board Member James Woodard, seconded by Board Member Derek Grote, to approve the purchase of the overhead projection screen from Projectorscreen.com for \$2,072.80. The roll being called, the following named members voted. Ayes: Woodard, Grote, Presley, and Cassabaum. Nays: None. Chairperson Theresa Presley declared the motion carried.

The following committees were assigned:

Budget – Theresa Presley, Allison Severson, Josh Peschel

Gift – Emma Cassabaum, Jim Woodard, Priscilla Gammon

Technology – Jim Woodard, Priscilla Gammon, Josh Peschel

Strategic Plan – Allison Severson, Theresa Presley, Derek Grote

Motion by Board Member Emma Cassabaum, seconded by Board Member Derek Grote, to approve the Organizational Chart. The roll being called, the following named members voted. Ayes: Cassabaum, Grote, Presley, and Woodard. Nays: None. Chairperson Theresa Presley declared the motion carried.

Motion by Board Member Emma Cassabaum, seconded by Board Member Derek Grote, to approve the Meeting Room Policy as amended with fines for late return of key. The roll being called, the following named members voted. Ayes: Cassabaum, Grote, Presley, and Woodard. Nays: None. Chairperson Theresa Presley declared the motion carried.

There being no further business to come before the Board, it was moved by Board Member James Woodard, seconded by Board Member Emma Cassabaum, to adjourn the meeting. The roll being called, the following board members voted. Ayes: Woodard, Cassabaum, Grote, and Presley. Nays: None. Chairperson Theresa Presley declared the motion carried. At 6:00 p.m. she adjourned the meeting.

ATTEST:

\_\_\_\_\_  
Priscilla Gammon, Secretary

\_\_\_\_\_  
Theres Presley, Chairperson



# NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street - P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



*Chris Brandes*  
*Public Safety Director*  
*Chief of Police*

Date: July 23, 2025

Scott Walkner  
1229 12<sup>th</sup> Street  
Nevada, Iowa 50201  
C: 651-775-1861  
E: scott@doyoubowl.com

## **Ref: 2025 Lincoln Highway Days Beer Garden Events**

Dear Scott:

Thank you for your email dated Monday, July 21, 2025 and follow up communication requesting to host a beer gardens at the Story County Fairgrounds during Lincoln Highway Days. The beer gardens will take place on two different dates. The first beer garden will be in conjunction with the Truck and Tractor Pulls on Friday, August 22, 2025. The Truck and Tractor Pull is scheduled from 6:00PM until Midnight and will be on the Story County Fairgrounds property.

The second beer garden will be in conjunction with the Nevada Rodeo and the Jaycees Dance. These events will occur on Saturday, August 23, 2025. The Rodeo will be start at 6:00PM and typically ends around 9:30PM. The activity will transition to the Jaycees Dance located at the Bob Williams Pavilion, also known as the Horse Arena. This event is scheduled to last until Midnight. You anticipate the beer consumption will be completed at midnight.

In addition to hosting the beer garden, you are requesting to have two (2) individual beer sales locations in order to support the rodeo and beer garden on August 23rd. The first beer sales location will be located on the south side of the rodeo arena. This site will close at 9:00PM and reopen at the Jaycees Dance location at approximately 9:00PM. The second beer sales location will be located inside the rodeo area along G Avenue and will sell alcohol from 5:00pm and end no later than 9:00pm. At least one of the locations is required to have seating for a minimum of twenty-five (25) people. There will be seating located in the vicinity of the Williams Pavilion.

### **This request is APPROVED under the following conditions:**

- A map of the dimensions of the beer garden is on file and approved with the City of Nevada
- No Parking of vehicles north of the Bob Williams Pavilion, up to and including the south side of the access road
- All Fire Inspections requirements are met and approved by the Director of Fire and EMS
- Licensing and approval from the Alcohol Beverage Division (ABD) is in place
- At least two people on site must be certified Crowd Managers
- Current Dram Shop Insurance is in place and filed with ABD and the City of Nevada
- Allow Emergency traffic access if necessary

The Nevada Public Safety Department will provide "No Parking" signs at no cost to you. Call in advance to pick up the signs at the police station. You will be required to post the signs. **You will be responsible for collecting these signs and returning them to the Nevada Public Safety Department following the event.**

You are required to have two (2) NPSD Officers for the Truck and Tractor Pull. You are required to have two (2) NPSD Officers for the Rodeo and beer garden. Officers will be on site at 6:00PM until Midnight. Officers will remain on scene unless required to respond to an emergency situation. The cost of Police Services is \$65 per hour per Officer with a two hour minimum; total cost in this case is \$780 per night (2 Officers X 6 hrs X \$65 per hour). The total cost for both nights will be \$1,560.

You are responsible for obtaining any liability insurance necessary to protect you against any claims brought in connection with this event. The City of Nevada is not liable for any injuries or claims made by participants.

Should you need street barricades, cones, or any other items please contact Nevada Street Department Superintendent Joe Mousel between 8:00 a.m. and 4:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of City of Nevada barricades and equipment. It is your responsibility to make these arrangements.

Should you have any other questions please contact me. A scanned copy of the approval should be sufficient for any questions that may occur.

Respectfully,



Chris Brandes  
Public Safety Director  
Chief of Police  
Nevada Public Safety Department

Cc: Jordan Cook, City Administrator  
Joe Mousel, Street Department  
Command Staff NPSD  
Mayor, City Council





## NEVADA PUBLIC SAFETY DEPARTMENT

1209 6<sup>th</sup> Street – P.O. Box 530 Nevada, Iowa 50201 Tele: 515-382-4593



*Chris Brandes*  
Public Safety Director  
Chief of Police

Date: Thursday, July 31, 2025

Laura Gerlach  
Wild Features Collective  
info@wildfeatures.store  
(319)480-4718

RE: Parking spaces on 1000 block of 6<sup>th</sup> Street

Dear Laura,

Thank you for your email dated July 31, 2025 in reference to an event you will be in front of 1028 6<sup>th</sup> Street on Thursday, August 7, 2025. You are requesting to reserve 5 parking spots on the west side of 6<sup>th</sup> Street, in front of The Local Shake and Energy Bar. The timeframe for the reservation is 3:30PM to 8:30PM.

**Your Parking Space Closure Request is Approved.**

You will need to place signage in the parking spaces or on the sidewalk prior to the event in order to reserve them. Closure of the parking spaces may be accomplished with reflective cones, barricades, or a similar barrier.

Should the need arrive, you may contact Nevada Street Superintendent Joe Mousel and make arrangements for equipment to stop and/or direct traffic. Mr. Mousel can be reached Monday through Friday between 8:00 a.m. and 3:00 p.m. by calling his office at 515-382-4813. There are rental and deposit fees associated with the use of barricade equipment. It is your responsibility to make these arrangements with Mr. Mousel.

Should you have any questions please let me know. Thanks again,

Respectfully,

Chris Brandes  
Public Safety Director  
Chief of Police

Cc: Jordon Cook, Nevada City Administrator  
Joe Mousel, Nevada Street Department Superintendent  
Command Staff NPSD  
Nevada Mayor & City Council